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AGREEMENT

by and between the

PENN YAN CENTRAL
SCHOOL DISTRICT

and

CSEA Local 1000 AFSCME,
AFL-CIO

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Since 1910



Penn Yan CSD Unit
Yates County Local 862

July 1, 2008 - June 30, 2012

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PREAMBLE

The support services personnel of Penn Yan Central School District, Yates County Local, The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for and on behalf of the Yates County Local 862, Penn Yan Central School District Unit hereinafter referred to as the "Association," and the Superintendent of Schools of the Penn Yan Central School District, hereinafter referred to as the "school district," declare it to be their mutual policy that in order to promote harmonious relations between the school district and its employees, the principal of collective bargaining is to be employed, pursuant to New York State Public Employees' Fair Employment Act.

The parties to this agreement hereby agree not to limit employment with the school district or membership in the Association to any person because of his race, color, sex, creed or national origin.

This agreement is made and entered into on this 13th day of February, 2008, by and between the Superintendent and the Association.

ARTICLE I

Recognition

This agreement is predicated on the recognition by the Superintendent of the Penn Yan Central School District and of the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, Yates County Local 862, Penn Yan Central School District Unit as the sole and exclusive bargaining agent of all support services employees of the school district, excluding the supervisory and confidential positions of Assistant Superintendent for Business, Director of Transportation, Director of Food Service, Director of Facilities, Secretary to the Superintendent, District Clerk/Receptionist, Assistant to the Business Administrator/Treasurer, Purchasing Clerk, and Payroll Clerk, and that this recognition shall extend for the period of this contract, subject to the provisions of the Civil Service Law and regulations of the Public Employment Relations Board.

ARTICLE II

Management Rights

1. The union recognizes that all of the functions, rights, powers, responsibilities and authority of the employer in regard to the operation of its school district and the direction of its work force which the employer has not specifically abridged, deleted, delegated, granted or modified by this agreement are, and shall remain, exclusively those of the employer.
2. Not by way of limitation of the foregoing clause, the employer retains the right and responsibility, subject always to the terms of this agreement, to (1) hire, discharge, transfer, suspend and discipline employees for just cause; (2) to determine the number of employees required to be employed, laid off or discharged; (3) to determine the qualifications of employees including those qualifications as from time to time may be set by any state or federal regulatory agency; (4) to determine the starting and quitting time and the reasonable number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revising either processes or equipment or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate facilities; (12) establish, expand, transfer, and/or consolidate work processes and facilities; (13) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (14) terminate or eliminate all or any part of its work or facilities. It is agreed that numbers 12, 13, and 14 of this paragraph 2. shall not be interpreted to permit the employer to subcontract work without prior negotiations with the Association.

3. The union agrees, in recognition of management's rights, not to request the employer to bargain with respect to the foregoing during the term of this agreement except as otherwise specifically provided for herein either as to the basic decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

ARTICLE III

Association Security

1. The school district shall deduct from the wages of each employee and send to the Civil Service Employees Association, Inc., regular membership dues and any CSEA insurance premiums for those employees authorizing such deductions pursuant to the agreement reached between the Association and the district business office. The Association hereby agrees that it will not hold the school district liable and will hold it harmless for any claim under the check-off.

The school district agrees to grant exclusive dues check-off to the Civil Service Employees Association, Inc.

2. Membership in the Association shall be voluntary, and there shall be no discrimination, interference, restraint, or coercion by anybody against any employee because of his membership or lack of membership in the Association.
3. The Civil Service Employees Association, Inc., having been recognized or certified as the executive representative of employees within the bargaining unit represented by this agreement shall be effective July 1, 1995, have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York, 12210. The CSEA and its unit members agree to hold the District and its agents harmless from any and all claims which may result from the implementation of this provision.
4. The Association shall have the right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employee's Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms and conditions of this agreement, to designate its representatives and to appear on behalf of, to effect such representation; to direct, manage, and govern its own affairs, to determine those matters which the membership wish to negotiate, and to pursue these objectives free from any interference, restraining, coercion, or discrimination by anybody. The Association shall have the right to pursue any matter or issue in accordance with the grievance and arbitration procedure of this agreement.
5. If an employee is charged pursuant to Section 75 of the Civil Service Law, he shall be informed immediately of his right to representation, and the chairman of the Association grievance committee, or his designee, shall be informed immediately as to the facts and circumstances, if the employee so desires.

6. The Association shall have the right to post notices and other communications on bulletin boards in areas where bargaining unit members work provided, however, the content of the notices is not derogatory or controversial. The school district agrees that the facilities of the school shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the school district. It is agreed that any employee scheduled to work on the day of the meeting shall not be allowed to leave his work location to attend the meeting. Application for use of the facilities shall be made in accordance with already established procedures and solely for support services employees of the Yates County Local of the Civil Service Employees Association, Inc.
7. The Association shall have the right to designate a representative of the Association's health and accident insurance program, and of the Association's life insurance program, to visit the employees covered under this agreement, on the job, for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, the appropriate school official is notified, and assurance is given him that a minimum interruption in the work of the employee will be involved. If, in the opinion of the Superintendent, this right is being abused, she may withdraw her permission of such activity.
8. For the purpose of administering, adjusting, or interpreting the terms and conditions of this agreement, the Association Labor Relations Specialist shall have the right to visit the employees covered under this agreement, on the job, however, the appropriate school district official shall be notified, and total assurance given him that a minimum interruption in the work of the employee will be involved. If in the opinion of the Superintendent, this right is being abused, she may withdraw her permission for such activity.
9. The unit president and/or appointed designees shall be permitted to attend CSEA meetings or conferences with no loss of pay, not to exceed six (6) days per year. The school district shall be notified at least one (1) week in advance of such meetings, and time off shall be conditional by the availability of a substitute to cover the employee's normal working hours. Furthermore, time off to attend such meetings shall be granted in half-day segments.

ARTICLE IV

Public Employee's Fair Employment Act Obligations

1. Pursuant to Section 210, Subdivision 1, of the Public Employee's Fair Employment Act, the Association hereby affirms that it does not have, and will not assert, the right to strike against the school district, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist, or participate in any such strike.
2. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT BY LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE V

Salaries and Wages

1. See Salary Schedules attached.

2. Longevity Increment

	10 Years Service				Each 5 Years After 10 Years Service			
<u>Base Salary</u>	Effective July 1, 2008	Effective July 1, 2009	Effective July 1, 2010	Effective July 1, 2011	Effective July 1, 2008	Effective July 1, 2009	Effective July 1, 2010	Effective July 1, 2011
0 - 3,000	520	540	561	583	260	270	281	292
3,001 - 5,000	689	716	744	773	345	358	372	387
5,001 - 7,000	861	895	930	966	429	446	463	481
7,001 - 9,000	1033	1073	1115	1158	517	537	558	580
9,001 - over	1202	1249	1298	1349	603	627	651	676

*A. Longevity is to be paid on a pro-rated basis beginning with the pay period following the anniversary date of the appropriate number of years of continuous service in the district. (Appropriate years of continuous service shall be all years divisible by five, beginning with the tenth year).

B. Base Salary refers to an employee's base salary including annual increments, but not including any other money added to the employee's base salary such as (but not limited to) longevity pay, merit pay, and license stipends.

3. Overtime

All full-time employees shall receive overtime at the rate of time and one-half (1 1/2) their hourly rate for all hours worked in excess of their normal work week. All other employees shall receive overtime at the rate of time and one-half their normal hourly rate for all hours worked over forty (40) in one week.

All paid time such as, but not limited to vacation, sick days and personal days shall be considered as time worked for the computation of overtime.

All overtime must be approved in advance by the supervisory director or administrator or the Superintendent or her designee. With the approval of the supervisory director or administrator, overtime may be taken as compensatory time, in accordance with the Fair Labor Standards Act. Compensatory time may only be accrued between July 1st and April

30th, with all compensatory time to be used by May 31st. Unused compensatory time at May 31st will be paid as overtime in the final paycheck of the school year. From May 1st through June 30th, all overtime will be paid time. Absent the approval of the supervisory director or administrator to take compensatory time, the employee shall be compensated for the overtime. Upon death, retirement, or other type of separation from service, the Employer shall pay the employee or his beneficiary or estate as the case may be, compensatory time earned but unused at the current rate of pay.

Overtime shall be offered to the most senior employee within a position, within that building. If the most senior employee declines the overtime, the next senior employee in that position in the building shall be offered overtime. After the overtime opportunities have been exhausted in that building, the District will offer the overtime on a rotating seniority basis to those in the position outside of the building.

Any employee who has left the District property and is called back to work after the end of his/her normal work shift will receive a minimum of two (2) hours call back pay at the regular rate.

Call back pay will not apply to hours immediately preceding an employee's normal shift.

4. Should any part-time position at any time during the school year have additional paid time added to same, and should such added time be in excess of one (1) hour per week, then such position shall be posted and the most qualified bidding employee shall be awarded such position.

1:1 aides for children with disabilities will remain with their student until the end of the school year.

5. Any employee substituting in a position in a higher civil service classification shall be paid at the higher rate of pay. This temporary appointment must be approved by the Superintendent or her designee prior to the position being filled.
6. A minimum stipend of \$50 per day/\$25 per half day will be paid to CSEA employees who elects and participates in the district in service workshops on days when school is not in session. A CSEA employee who is, however, assigned to participate in a workshop will be paid his or her regular hourly rate of pay instead of the foregoing.
7. It shall be the employee's responsibility to make application to the Business Office for the longevity increment. A longevity increment shall be added to the established annual salary of all employees who are on an established salary schedule, and shall be granted upon application of the employee and upon verification of entitlement by the Business Office.
8. All employees will be required to register their work hours on the clocking device located in the facility. The location of the clocking device shall be mutually agreed upon by the Association and the school district.
9. The school district with the consent of the Association reserves the right to provide additional compensation in the total amount of \$2,000 annually to employees during the

course of this agreement for services considered to be exemplary and for perfect attendance. The parties agree to develop a schedule of criteria consisting of objective factors, which will be utilized by the school district in determining who shall be selected for exemplary commitment to the district. A unit member may receive the exemplary service award once during the term of this contract. Perfect attendance awards shall be \$125 and deducted from the \$2,000. To receive a perfect attendance award, a unit member must not use any sick or personal day leave during the school year. The balance will be divided equally among the exemplary service award winners.

10. An \$90.00 annual stipend will be paid to employees who are selected by the district to earn and to retain specific licenses as required by law and as needed in the operation of our schools. For instance, special certification is required for asbestos, electric, boiler, refrigeration and pesticide work, nurses, occupational therapists and 19-a examiners.
11. Effective July 1, 1995, all newly hired (hired on or after July 1, 1995) twelve-month employees will be paid at their hourly wage rate for the number of hours worked. Accordingly, their salary will not be annualized and not be paid in equal amounts throughout the year.

ARTICLE VI

Retirement

1. It is hereby agreed that the school district will take the necessary steps to make the non-contributory 25-year career retirement plan (Sections 75-i, 75-g) available to its employees under this agreement with the following benefit riders:
 - (A) \$20,000 death benefit.
 - (B) Conversion of unused sick leave up to the maximum number of allowable days covered under 41-j plan.

ARTICLE VII

Health Insurance

1. The employer agrees to provide employees hired prior to June 16, 2005 with coverage in the District's indemnity group health plan Non-Monroe County Municipal School District Program ("NMCMSDP"). The employed unit member may select family, 2 person, or single coverage. The drug rider selected will be the \$5 drug rider. The District shall contribute 90% of the annual cost of comparable Point of Service coverage.
2. Employed unit members (hired prior to June 16, 2005) may elect to participate in the District's Point of Service group health plan with the three-tier drug rider \$5/\$20/\$35. The employed unit member may select family, family no spouse, 2 person, or single coverage.

Unit members hired on or after June 16, 2005 will be provided with the District's Point of Service group health plan. The employed unit member may select family, family no spouse, 2 person, or single coverage. The drug rider will be the three-tier rider \$5/\$20/\$35.

The District shall contribute 90% of the annual cost for such insurance coverage.

3. For employees working less than four hours per day and hired prior to June 16, 2005, the employer agrees to provide coverage in the District's indemnity group health plan Non-Monroe County Municipal School District Program ("NMCMSDP") as described in Section 1 above. The District shall contribute 50% of the annual cost of comparable Point of Service coverage.

Employees working less than four hours per day and hired prior to June 16, 2005 may elect to participate in the District's Point of Service group health plan Non-Monroe County Municipal School District Program ("NMCMSDP") as described in Section 2 above. The District shall contribute 50% of the annual cost for such insurance coverage.

For employees working less than four hours per day and hired on or after June 16, 2005, the employer agrees to provide coverage in the District's Point of Service group health plan Non-Monroe County Municipal School District Program ("NMCMSDP") as described in Section 2 above. The District shall contribute 50% of the annual cost for such insurance coverage.

4. The district shall be permitted to select a health insurance carrier in its discretion provided that the coverage under the new carrier is at least equal to the coverage under the health insurance plan currently being administered. Before the district changes coverage, it will notify CSEA ninety (90) days prior to any change and will verify equal coverage.
5. The district shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance programs currently being administered, through a program of self-funding.
6. The union may explore riders to the indemnity or point of service plan and notify the district at least 90 days in advance of a proposed commencement date. Such notification shall include the statement that over half the employees in the bargaining unit have consented to or requested such riders. The district shall add such riders at the participating employees' expense.

ARTICLE VIII

Flex Plan

The Penn Yan Central School District shall allow CSEA employees to participate in the Health Insurance Premium and Dependent Care portions of the IRC Section 125 Flexible Spending Plan. Enrollment periods shall be subject to appropriate IRC Section 125 'Flex' plan administrator regulation.

1. Participating unit members who contribute to the Flexible Spending Plan \$1,000 or less per year may submit medical, dental or vision expenses to the extent not reimbursable through insurance to the IRC Section 125 'Flex' plan administrator, up to their total contribution, at any time during that year. All participating unit members who contribute more than \$1,000 per year shall not submit to the IRC Section 125 'Flex' plan administrator any medical, dental, or vision expenses to the extent not reimbursable through insurance which exceed the \$1,000 amount until adequate funds to cover these additional expenses have been collected from the unit member through payroll deduction.
2. The participating unit members shall reimburse the District for any monies advanced on their behalf to cover non-reimbursed medical, dental or vision expenses under the plan.
3. The Plan will run concurrent with the District's fiscal year.
4. Any unit member who wishes to enroll in the Plan must complete an enrollment form in June of each year.
5. Any and all monies remaining in the fund at the end of any Plan year shall be retained by the District. The resulting dollar amount shall be applied to the administrative fee.

ARTICLE IX

Seniority

1. Seniority shall be defined as the length of continuous service with the employer.
2. All employees not covered under the Civil Service Law for layoff purposes shall have their seniority determine the order to be followed within each job classification. The employee with the least seniority shall be the first to be laid off until the total number of employees required to decrease forces shall be established. Having exhausted his/her seniority in his/her current title, the laid off employee shall exercise his/her seniority to displace an employee with lesser seniority than he/she occupying a job title on the same promotional ladder, (Example: Custodian to Cleaner). Recalls shall be in the inverse order of layoff.
3. As used in Section 1, continuous service includes only those periods when an employee is on the employer's active payroll and those periods when an employee is (a) on leave of absence (employees on unpaid leave of absence do not accrue seniority or employee benefits); (b) on layoff for a period not to exceed one year; (c) on sick leave or while absent because of an occupational injury or disease and (d) such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's continuous service.
4. Subject to the applicable provisions of the Civil Service Law, if any, an employee loses his/her seniority only when one or more of the following occurs: he/she resigns (unless he/she is reinstated within the period permitted by any provision of the Civil Service Law applicable to him/her); he/she is discharged; he/she retires; he/she refuses a recall.

5. If the effective date of employment for two or more employees is the same date, the employee whose appointment appears first in the official Board of Education minutes shall be deemed to have greater seniority.
6. After work priorities and work necessities determined in the discretion of the district or its supervisors, seniority shall be the determining factor in the assignment of vacations, personal days and shift preference.
7. As a general rule, no person will be hired by the employer at a salary or hourly wages which exceed the starting salary or hourly wage.

ARTICLE X

Requests For Transfer Or Promotion

1. In the determination of requests for voluntary reassignment and/or transfer, the best interest of the school system will be fulfilled. Posting will be made ten working days prior to filling the vacancy and remain posted for ten working days at all schools.
2. During the period of January 1 - June 30 (Second 1/2) and due to the nature of some competitive positions, the administration reserves the right to fill these vacancies from the Civil Service list on a temporary basis and/or execute the transfer. Applicants shall be considered to assume the duties of the position vacated at the beginning of the new school year.
3. Employees should be informed about the need for involuntary transfers and an attempt should be made to secure volunteers to accept the vacant position from those meeting the qualifications. An involuntary transfer or reassignment will be made only after a meeting has been held with the employee and the immediate supervisor involved. In the determination of involuntary reassignment and/or transfer the best interests of the school district will be fulfilled.

ARTICLE XI

Vacations

1. During the first fiscal year of employment, each twelve-month full-time employee shall accrue a paid vacation according to the following schedule:

Date of Initial Employment (Only complete month considered)	Number of Vacation Days After July 1 Following
May - June	0
April	1
March	2
February	3
January	4
December	5
November	6
October	7
September	8
August	9
July	10

2. After first fiscal year of employment, each twelve-month employee shall receive a paid vacation according to the following schedule:

Completion of Consecutive Years of Employment	Number of Vacation Days After July 1
1-5	10
6	11
7	12
8	13
9	14
10-14	15
15	16
16	17
17	18
18	19
19	20
20+	22

3. Request for vacation shall be submitted, in writing, to the employee's immediate supervisor at least two weeks in advance of the vacation. Approval for a request to take vacation time during the summer shall be based upon the needs of the District and availability of substitute personnel.
4. The vacation periods in a school system, which has to operate around attendance days for pupils, must be so arranged as to provide needed staff when school is in operation. The prime criterion used in determining specific vacation dates will be coverage of district

responsibilities. Therefore, the district would agree to accepting written request to the appropriate supervisor for vacation period during the school year one month in advance.

5. Vacation time shall be taken in the following fiscal year in which the vacation was accrued. A maximum of 5 days can be carried over for one year.
6. Upon death, retirement or other type of separation from service, the Employer shall pay the employee or his beneficiary or estate, as the case may be, vacation earned the previous year but unused during the current year at the employee's then current rate of pay.
7. All vacation leave must be exhausted prior to requesting an unpaid leave of absence.

ARTICLE XII

Sick Leave

1. A permanent full-time employee shall accumulate paid sick leave at a rate of one (1) day per month, i.e., ten-month workers, ten (10) days; eleven-month workers, eleven (11) days; twelve-month workers, twelve (12) days, cumulative to one hundred seventy-five (175) days maximum, cumulative amount. One-half (1/2) of an employee's yearly sick leave (as defined above) may be used for illness in the immediate family:

grandparents	father	mother	sister
brother	wife	husband	child
stepchild	legally adopted child	foster child	grandchild
mother-in-law	father-in-law		

or previously identified person who may replace one of the above and qualify as "immediate family."

2. Part-time employees who transfer to a position involving additional hours and/or full-time employment shall have their accumulated sick leave adjusted to correspond with the new appointment. As an example, a half-time employee with twenty days would be credited with ten (10) days for a newly assumed full-time assignment.
3. Paid sick leave is similar to an "insurance policy" and provides paid time off for days of personal sickness or physical disability. It is not applicable to loss of time due to injury or disability incurred while working for an employer other than the Penn Yan Central School District. This paragraph shall not effect an employee's entitlement to paid sick leave for injury or disability incurred while self- employed.
4. In reporting an absence for personal or family illness or disability, the employee shall advise the building principal or department head of the nature of the illness or disability and its probable duration.

5. The employer reserves the right to require a doctor's certificate verifying the employee's illness or disability as a condition of granting paid sick leave in any case of suspected abuse. The cost of the doctor's certification of verification will be the district's.
6. Any employee who has been absent for twenty (20) or more days shall before the end of the school day prior to his return to work, notify the administration of his or her expected return. The employer may require a physical examination or a mental examination prior to the return to work in any case where, in the sole discretion of the employer, it is deemed necessary. Such examination shall be at the expense of the employer.
7. Upon returning to work following a period of compensated personal illness or disability, the employee will sign and file an absence verification form generated by the business office.
8. A ten-month employee who becomes sick or disabled and whose sickness or disability continues through the end of a school year or during the summer months when school is not in session and who remains sick or disabled at the beginning of school the following fall shall not be entitled to any paid sick leave until such time as the employee has returned to full normal service for the employer. At that time the employee shall receive any remaining sick leave accrued to his benefit for the period of his absence after the summer recess. When the district receives: (1) assurance that the employee will return to work, and (2) medical verification of the inability to return to school when school reopens, an employee may access accumulated sick leave upon the opening of school. The district reserves the right to terminate the access for abuse of the agreement.
9. In the event of an extended illness, which is defined as ten consecutive working days or 14 consecutive days, an employee shall be required to submit a statement from his/her doctor or attending physician stating the employee's fitness to return to work. This statement should be submitted two working days before the return to work when possible. In any event, the statement is to be submitted before the employee returns to work. Permission to return to work shall be conditional pending the school physician's approval.
10. Cancer screenings and Blood Donation
 - a. Association members who are salaried under the District payroll system, breast cancer screening, prostate cancer screening, or blood donation shall be paid leave. That means, that there will be no deduction from sick, personal or vacation time required covering the absence.
 - b. Employees who are .5 FTE [20 hours per week] or more shall be eligible for this benefit.
 - c. For purposes of accountability, the District year runs from July 1 through June 30. That means that you cannot exceed four hours during this period for either breast or prostate cancer screening, and three hours during this period for blood donation.
 - d. Any time for either screening or blood donation that occurs outside the employee's work day is not eligible for compensation.
 - e. In order to receive a paid absence for the purpose of breast and/or prostate cancer screening the employee is required to provide supporting documentation for the absence. This documentation may take the form of a notice that you receive from your doctor's office indicating your appointment, a note from your doctor's office indicating

that you underwent screening, or a note from the testing facility that you underwent screening. In order to receive a paid absence for the purpose of blood donation the employee is required to provide supporting documentation for the absence. This documentation may take the form of a notice that you receive for your appointment or a note from the facility that you provided a donation. If the required documentation is not submitted to your supervisor within ten (10) school days of the absence, then this time will be charged to your sick time.

11. All sick leave must be exhausted prior to requesting an unpaid sick leave of absence.

ARTICLE XIII

Sick Leave Bank

1. A sick leave bank will be established for use by unit members. The sick leave bank is for the purpose of making additional sick leave available to unit members who are suffering from long-term illness or injury (25 working days). For the purposes of this article, the definition of "long-term serious illness or injury" shall include only those illnesses or injuries which are unforeseen, long-term (25 working days) and/or catastrophic.
2. The following criteria will be applied to the use and management of the sick leave bank:
 - a. Unit members, who are not currently a sick leave bank member, may elect to join the sick leave bank on July 1 of any school year by donating at least two (2) but no more than five (5) of his/her accumulated sick days to the bank. Newly employed unit members may join the sick leave bank by donating at least two (2) but no more than five (5) sick leave days within 30 days of hire.
 - b. Current members of the sick leave bank will not be required to donate any additional sick days until such time as the bank is depleted. Members of the sick leave bank may elect to donate up to five (5) additional days to the sick leave bank prior to June 30th of any school year.
 - c. Days donated by unit members are cumulative from year to year.
 - d. Should the sick leave bank reach zero days available, no further withdrawals will be made, and within 60 days a vote of the membership will dissolve the bank or approve an assessment of days.
 - e. The total number of days within the sick leave bank will not exceed two (2) times the number of unit members employed by the District.
 - f. The operation of the sick leave bank shall be conducted by a committee comprised of the Superintendent, one other person appointed by the Superintendent, the CSEA Unit President, and one other person appointed by the CSEA Unit President. Participating employees may withdraw sick leave from the bank subject to a majority vote of the committee.

- g. The following terms shall be considered for approval of all applications:
1. Members of the sick leave bank, after they have exhausted all of their accruals (personal, vacation, sick) may borrow from the sick leave bank. No member will be allowed to borrow more than twice the amount of the accumulated sick leave he/she had prior to their illness, or a combination of accumulated sick leave and allowable sick leave bank days for up to one calendar year, whichever is less.
 2. No sick leave bank member may borrow from the bank more than one time in any school year.
 3. Satisfactory medical documentation shall be provided to the sick leave bank committee, to include a brief diagnosis, start date of illness, and expected date of return to work.
 4. There has been no disciplinary action relating to abuse of sick leave for the previous school year. Disciplinary action is evidenced by a counseling memorandum, letter of reprimand, or other written documentation on file in the unit member's personnel file.
 5. Applications are to be made to the committee, in writing, within ten (10) working days prior to use of the bank, when possible.
- h. No sick leave which has been contributed to the sick leave bank shall be considered unused sick leave for the purpose of computing service credit upon retirement.
- i. The Superintendent of Schools shall inform the Association of the status of the sick leave bank prior to October 1st of each year by providing the Unit President with an annual report accounting for the total days in the sick bank. This report shall include previous balance, current balance, days used by individual employees for the preceding fiscal year, and days credited to the bank by individual employees for that year.
- j. When an employee who has borrowed from the sick leave bank returns to work, any remaining sick bank days will be returned. They shall begin repaying the bank at a rate of three days per year until the total amount is repaid. This will include any days for a work-related injury not reimbursed by workers' compensation insurance. The repayment will be deducted at the time that the unit member receives their annual allocation of sick days.

ARTICLE XIV **Personal Leave**

1. Subject to the approval of the appropriate supervisor, all permanent district employees will be granted two (2) days for personal leave reasons. The employee must complete and sign an application, in the form appended to this agreement, and submit it to his or her

supervisor at least two full school days in advance of the day requested, except in cases of extreme emergency. If one or both of the personal days are not used by the employee during the school year, then they will be added to the employee's accumulated sick leave.

2. No more than the number shown in each of the four groups (custodial and maintenance, clerical and aides, food service and health services) will be permitted to take personal leave days simultaneously.

Custodian and Maintenance	3
Cafeteria	2
Clerical and Aides	2
Health Services	1

3. Personal leave days will not be permitted on the day immediately preceding or the day immediately following school vacation holidays.
4. In cases of extreme emergency and or extreme circumstances, an individual employee may make application for personal leave to exceed quota provisions as shown in 2 or 3 above.
5. All personal leave accruals must be exhausted prior to requesting an unpaid leave of absence.

ARTICLE XV

Bereavement Leave

1. Absence because of death in the immediate family: For each occurrence, bereavement leave absence of three (3) days will be granted for death in the immediate family:

grandparents	spouse's grandparents	father	mother
sister	brother	wife	husband
child	mother-in-law	father-in-law	grandchild
stepchild	legally adopted child	foster child	stepmother
stepfather			

and person identified who may replace one of the above and qualify as "immediate family" (must be on file and approved by the Superintendent of Schools); absence of one (1) day will be granted for the death of :

aunt	uncle	niece	nephew
sister-in-law	brother-in-law		

2. Bereavement leave shall be accounted for separately from personal leave.
3. Bereavement leave in excess of three (3) consecutive days shall not normally be allowed; however, extraordinary cases involving multiple deaths or extended travel shall be considered on an individual basis. In such instance the Superintendent at his/her discretion may grant up to an additional 3 bereavement leave days. This clause is not to be interpreted

as guaranteeing an employee more than three consecutive bereavement leave days as provided in paragraph 1.

ARTICLE XVI

Court or Jury Duty

If an employee is summoned/subpoenaed to appear in court outside normal working hours due to school business, he/she shall be paid his/her hourly rate for all time spent in court. The employee shall submit a signed acknowledgment from a court official to the school district, verifying he/she was present in court.

When an employee is called for jury duty, they will notify their immediate supervisor. The school district will then grant jury duty leave for the duration of the employee's responsibility to the court. Any compensation received by the employee from the court shall be paid over to the school district. In return, the employee will receive their regular rate of compensation and benefits during the time they serve on jury duty.

ARTICLE XVII

Workers' Compensation

1. An employee injured while in performance of his assigned duties may be eligible for Workers' Compensation benefits. If lost time occurs as a result of such injury, the employee must sign a consignment form for delivery to the insurance carrier, designating the district as beneficiary before the district will allow the borrowing of available sick days until such accumulation of sick days is eliminated. The employee will then go off payroll and on the Compensation Board payment plan. When the case is settled officially by the Workers' Compensation Board, the sick days borrowed will be returned to the employee's sick time reserve.
2. In the event that a Workers' Compensation carrier reimburses the employer for wages paid pursuant to paragraph 1 above, during an employee's absence from the job, the amount of the Workers' Compensation reimbursement shall be divided by the daily wage of the employee, and the employee's sick leave account shall be credited with the equivalent number of days as reimbursed by the carrier. In the calculation of number of days for reimbursement to the sick leave account, fractional days less than one-half days will not be credited, but fractions more than one-half will be credited as a full day.

ARTICLE XVIII

Holidays

1. It is agreed that twelve-month employees will receive thirteen (13) paid holidays per school year. The schedule may be as follows:

Christmas Day (or legally designated holiday)
The day before or after Christmas (not both)
New Year's Day (or legally designated holiday)
President's Day as designated in the school calendar
Good Friday
Memorial Day
Independence Day
Veteran's Day as designated in the school calendar
Labor Day
Columbus Day
Thanksgiving Day
The day after Thanksgiving Day
Martin Luther King Day

2. In the event that any listed paid holiday finds school in session, employees will be expected to report for work with no premium pay and an alternate day will be selected as the holiday. The specific days to be used as paid holidays will be mutually agreed upon by the union employer and published annually by May 1st for the ensuing school year.

If school is not in session the day prior to Thanksgiving, all 52-week employees will have the day as additional paid holiday.

3. All ten-month employees will receive Christmas Day, New Year's Day, and Good Friday and Thanksgiving Day as paid holidays.
4. If a holiday falls for those who work Monday through Friday on an employee's scheduled day off, he/she will receive another day off which is mutually agreed upon by both parties. The employee will determine whether he/she will receive pay or the day off. The holiday is paid at the straight time hourly rate.
5. Except for Labor Day, when a holiday occurs on a Friday or Monday, the paid day off shall be Tuesday for those employees who work Tuesday through Saturday. Employees who work Tuesday through Saturday shall report to work on the Tuesday after Labor Day and receive another paid day off to be mutually scheduled between the employee and his/her supervisor. All holidays are paid at the straight time hourly rate.

ARTICLE XIX

Grievances and Arbitration

1. For the purpose of this agreement, a grievance shall be defined as a dispute or controversy between an individual employee covered by this agreement and the employer arising out of

the application or interpretation of this agreement. Contract language pertaining to in-service programs shall not be a subject of dispute under this Article.

2. It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this agreement does not apply to and, is not intended as, a substitute or an alternative for any action permitted by, or required of, the employer under any article of the State and Local Civil Service Law or rules.
3. The purpose of this article is to provide the sole method for the settlement of grievances as defined herein and such grievances shall be settled in accordance with the following procedure:

STEP 1 - Applies to all employees under this agreement except clerical workers who go directly to Step 2.

Grievances shall be presented orally by the aggrieved employee to his immediate supervisor (regardless of whether that supervisor is a member of the negotiating unit) with or without his Association representative at the employee's option, and within ten (10) working days from the date of knowledge of the cause or occurrence giving rise to the grievance. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance then:

STEP 2 - The aggrieved employee shall submit his signed written grievance to the next level of supervision within his department or branch of government within ten (10) working days from this date of the initial discussion of the grievance with his immediate supervisor. If the level of supervision described above is the superintendent of schools, Step 2 and Step 3 below shall be combined. After receipt of a written grievance at this step, the supervisor receiving the grievance shall convene a meeting, within ten (10) working days of the date the written grievance was received by him, between the aggrieved employee, his Association representative and the supervisor or other representative of the employer for the purpose of resolving the grievance. If the grievance is not resolved as a result of this meeting then not later than three (3) working days following the day the meeting occurred the supervisor will deliver to the aggrieved employee and his Association representative his decision on the grievance in writing.

STEP 3 - If that decision is unacceptable to the employee, then within three (3) working days the aggrieved employee may then submit his grievance to the superintendent of schools who, within ten (10) working days after he receives the written grievance, will convene a meeting between the aggrieved employee, his Association representative and the superintendent of schools or other representatives of the employer, for the purpose of resolving the grievance. The superintendent shall render his decision on the grievance within ten (10) working days after the meeting between the aggrieved employee and the superintendent.

STEP 4 - If the aggrieved employee is not satisfied with the decision at Step 3, the aggrieved party may, within ten (10) working days after receipt of the superintendent's decision, submit the grievance to advisory arbitration.

1. The advisory arbitrator shall be chosen by the parties from among a list submitted to the parties by the Public Employment Relations Board.
2. The parties shall be bound by the rules and procedures of the Public Employment Relations Board.
3. The decision of the arbitrator shall be advisory only.
4. The cost for the services of the arbitrator, including expenses, if any, shall be borne equally by the parties.
5. The arbitrator's advisory award shall be submitted to the aggrieved employee and to the Board of Education.
6. Within twenty (20) days after receipt of the advisory arbitration award, the Board of Education shall review the advisory award and accept it, reject it, or modify it. This shall be the final step in the resolution of grievances.
7. Failure to find an answer within the specified time limits set out above shall automatically move the grievance to the next step.
8. Should there be any dispute between the employer and any employee concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this agreement, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to the State and Local Civil Service Law and rules, as provided in paragraph 3 above.

ARTICLE XX

General Considerations

1. It is agreed that a maximum of four (4) meetings per year will be held between representatives of the support services personnel and the superintendent or his designee for the purpose of finding possible solutions to problems that may have arisen in certain areas or for a general discussion on present policies.
2. The school district shall provide transportation or reimburse employees for travel expenses incurred for attendance at workshops, seminars and training sessions approved by the superintendent of schools or his designee.
3. The Board will continue to support the in-service education program for staff members.

ARTICLE XXI

Agreement

1. Neither party to this agreement shall make any attempt to make any alterations, modifications, changes or variations of any of the items expressly and specifically covered by this agreement, except those that are made by mutual agreement, signed and appended hereto.

ARTICLE XXII

Saving Clause

1. In the event that any article or section of this agreement shall be determined by a court of competent jurisdiction to be null, void, unenforceable, such decisions shall not affect any of the other provisions of this agreement, which shall continue in full force and effect.
2. If a determination or decision is made as per paragraph 1 of this article, the original parties to this agreement shall convene as soon as reasonably possible for the purpose of negotiating a satisfactory replacement for such articles or parts thereof.

ARTICLE XXIII

Dismissal For Emergency School Closing

1. On days when school does not open due to emergency conditions (as declared by the superintendent) employees other than bus drivers who are required to report to work by their supervisors will be paid at a rate double their hourly rate for hours worked in excess of thirty (30) minutes after the school closing announcement is made. On days when school opens and then closes because of emergency conditions (as declared by the superintendent) employees other than bus drivers who are required to work by their supervisors in excess of 30 minutes after students' dismissal will be paid at their regular daily rate. All employees shall receive their regular daily rate of pay for days school is closed due to emergency conditions (as declared by the superintendent) other than those conditions provided for above. However, such employees shall work without additional compensation on any and all days designated as make-up days for days missed by an emergency closing.
2. When the media announcement closing schools is made before or during the 6:00 a.m. report, no employee, other than those called in, is paid for having come to work prior to the announcement.

ARTICLE XXIV

Lunch Break

1. Any employee required to work during his or her regularly scheduled lunch period by any district administrator shall be paid his or her regular rate for time worked or time and one

half for any time worked over the designated work week (40 hours per week for custodial and cafeteria employees and 37 1/2 hours per week for all other employees).

ARTICLE XXV

Personnel Files

1. No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in an employee's personnel file without notification to the employee. The employee shall be given the opportunity to read such material and shall acknowledge that he has read same by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledges that the employee has read such material and does not indicate agreement with its contents. Within ten (10) calendar days, an unit member may place a response of reasonable length to anything contained therein which the employee deems to be adverse. Pre-hire materials are excluded from employee perusal.
2. An employee shall have the opportunity to review his personnel file in the presence of an appropriate district official upon five (5) days notice.
3. The employer agrees that there shall be no more than one (1) personnel file on any employee covered by this agreement.

ARTICLE XXVI

Gender Neutral

1. Whenever the context so requires, the use of the words in this agreement in the singular shall be construed to include the plural and words in the plural, the singular. Words, whether they be in the masculine, feminine or neutral genders, shall be construed to include all of said genders. By use of the aforementioned genders, it is understood that it is for convenience purposes only and that said use is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVII

Employee Status

1. Classification - An employee will be classified as: (a) full-time, (b) part-time, (c) temporary/seasonal or (d) substitute.
2. Full-time Employees: A full-time employee is a permanent employee covered by this agreement who is employed for the school calendar year or a calendar year basis, to work half-time or more of the scheduled work week assigned to the employee's full-time job classification.

3. **Part-time Employees:** A part-time employee is a permanent employee covered by this agreement who is employed for a school year or calendar year basis, to work less than one-half (1/2) of the normal work week assigned to the employee's job classification.
4. A Temporary/Seasonal employee is an employee employed for a specific job assignment and for a specific period of time, not to exceed thirty (30) consecutive calendar days at any one time, nor ninety (90) days within a calendar year.
5. A Substitute employee is an employee employed to fill the position of a full-time and/or part-time employee who is absent from work.
6. Full-time and/or part-time employees, if available, shall be offered any available substitute and/or temporary/seasonal work prior to the utilization of a temporary/seasonal or substitute employee.
7. The probationary period shall be 52 weeks for all new probationary appointments. The probationary period shall be 26 weeks for all new promotional probationary appointments.

ARTICLE XXVIII

Transportation Department Employees

1. The term "regular driver" means a driver who is regularly assigned the responsibility for accomplishment of a run or runs on a daily basis.
2. Drivers will receive one hundred-and-eighty (180) days minimum per school year. Days worked in excess of one hundred-and-eighty (180) will be paid at the driver's regular rate of compensation.

Bus drivers shall be paid for the actual time worked, not to exceed one hour, to allow for cleaning up after a sick child.

3. Extra trip rates shall be paid at the following rates:

		2008-09	2009-10	2010-11	2011-12
A	First 4 hours	\$10.25	\$10.50	\$10.75	\$11.00
B	Over 4 hours	\$ 8.75	\$ 9.00	\$ 9.25	\$ 9.50

Drivers who conduct bus drill training for students will be paid \$9.00 per hour.

Extra trips are separate agreements with the district. Therefore, the salary rates as stated are in effect under all conditions.

If an extra trip is cancelled due to inclement weather or unforeseen circumstances, the driver scheduled for the extra trip shall have the first opportunity to drive that extra trip when it is rescheduled.

4. Buses will be washed by the district.
5. Field trip procedures shall remain as the current practice and shall be posted at the bus garage.
6. All employees required to take physical exams prior to the commencement of the school year will be examined by a physician at a time and place designated by the district without cost to the employee.
7. Eligibility for meal cost reimbursement requires that the driver was on duty and engaged in district business, out of the district after 7:00 p.m. and out-of-district on extra trips known as "all-day" trips. Payments for meals shall only be made when receipts are submitted, and such payments shall not exceed \$7.50 for breakfast and/or lunch and \$12.50 for dinner.
8. Attendance at required district meetings shall be compensated at the employee's regular rate of pay.
9. Drivers utilized as "trainers" shall be paid at their regular rate of pay.
10. Drivers who report to work on days when school is closed because of snow or for other reasons, provided that they have not been reached by telephone or the radio station designated has not carried an appropriate announcement, will be paid one (1) hour pay at their regular hourly rate.
11. Route Timing Procedures shall remain as the current practice and shall be posted at the bus garage.
12. There will be a written procedure manual for all Penn Yan School bus employees.
13. Drivers shall progress up the salary schedule in a manner consistent with other unit members.
14. Drivers who regularly drive during the summer will receive one sick day. This sick day is not from their sick day accruals that are generated from September through June. This is a sick day that is not accrued but is given to a driver in the summer months only.

ARTICLE XXIX

Performance Evaluations

All employees will receive an annual written evaluation. The evaluation will be completed by an administrator or director as assigned by the Superintendent of Schools. An administrator or director may collaborate with a supervisor who is a member of the bargaining unit as it pertains to an employee's evaluation. The evaluator will discuss the evaluation with the employee, and the employee will be given an opportunity to attach written comments. The evaluation form shall state that the employee's signature represents receipt of the evaluation form but not necessarily agreement with the evaluation. A copy of the evaluation will be given to the employee and a

copy of the evaluation with the employee's written comments, if any, will be sent to the Superintendent for inclusion in the employee's permanent file.

The evaluation form which shall be developed by management shall contain uniform criteria and each job title and a rating scale. Evaluations shall normally be completed by June 1st. An employee who does not receive an evaluation by June 30th shall be deemed satisfactory for that school year.

When evaluations are reviewed by the evaluator with the employee, the employee may request a union representative be present. The union representative will act as an observer only. Appointments for such review shall be scheduled in such a way that sufficient time is provided to discuss the evaluation.

ARTICLE XXX **Uniform Allowance**

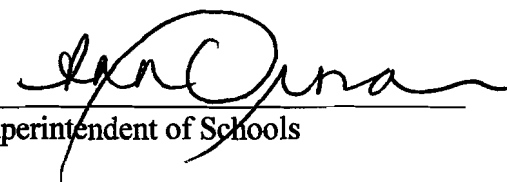
1. Head custodians, custodians, custodial workers, building maintenance supervisor, building maintenance mechanics, building maintenance workers, groundskeeper, couriers, automotive mechanics, and senior automotive mechanics will be provided with the opportunity to obtain a pair of safety shoes on an annual basis. The district will make arrangements for a safety shoe company to visit the premises and process an order for each affected employee. Cost in excess of \$120 annually will be borne by the employee.
2. Head custodians, custodians, custodial workers, building maintenance supervisor, building maintenance mechanics, building maintenance workers, groundskeeper, couriers, automotive mechanics, and senior automotive mechanics will be provided with uniforms through a service selected by the district. Employees may have input regarding uniform options.
3. All cooks, bakers and food service helpers will be provided with uniforms and shoes through a uniform service selected by the district. The employee may purchase more than one pair of shoes during each twelve (12) month working period. However, the employee may not be reimbursed more than sixty-five dollars (\$65) during each twelve (12) month work period. Employees may have input regarding uniform options.

DURATION OF AGREEMENT

With the exception of Article V Salaries and Wages as provided in the salary schedules and longevity increments; Article XXVIII Transportation Employees as provided for extra trip rates and Cafeteria Staff as provided for head cook rates, this agreement shall become effective when it is approved by both parties.

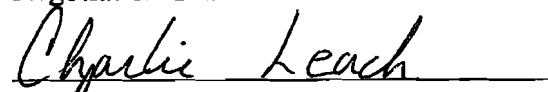

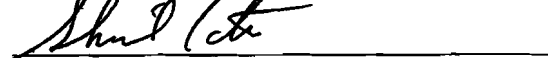
Article V Salaries and Wages as provided in the salary schedules and longevity increments; Article XXVIII Transportation Employees as provided for extra trip rates and Cafeteria Staff as provided for head cook rates shall become effective July 1, 2008. This agreement shall continue in effect through June 30, 2012.

by 
President, CSEA Unit

by 
Superintendent of Schools

by 
CSEA Field Representative

Negotiation Team

Dated this 21st day of April, 2008.

PENN YAN CENTRAL SCHOOL DISTRICT

LEAVE DAY REQUEST FORM

EMPLOYEE NAME: _____

DATE(S) OF ABSENCE: _____

CHECK ONE: AM _____ PM _____ FULL DAY _____

_____ **Personal Business**

_____ **Personal Illness***

_____ **Vacation (12 month only)**

_____ **Family Illness**

_____ **Bereavement**

_____ **Other**

_____ **Compensatory Time:** _____ **hours (CSEA only)**

Signature of Employee

Date

Signature of Supervisor

***Personal Illness should be requested only when the absence is known about prior to the leave day (doctor appointments, etc.).**

=====

For office use only

Leave Code: _____

Paid

Unpaid

Business Office Approval: _____ **Date:** _____

CLERICAL STAFF
Specific Area Decision

1. The regular work day will consist of seven and one-half (7 1/2) hours, exclusive of meal breaks. The meal break shall be established for each employee with the immediate administrator. The employee will receive written confirmation of his or her daily schedule. During July and August, the regular work day for fifty-two (52) week clerical employees will consist of six and one-half (6 1/2) hours. However, these hours may be extended to seven and one-half if requested by the building administrator. Fifty-two (52) week clerical employees shall work two and one-half (2 1/2) days during Holiday, President's Week and Spring recesses, a period of at least one week duration.
2. The normal work week is thirty-seven and one-half (37 1/2) hours.
3. Time and one-half (1 1/2) will be paid for time worked in excess of 37 1/2 hours per week.
4. When hourly rates are shown, gross pay for a given pay period will be computed by multiplying actual hours worked times the appropriate hourly rate.
5. The building administrator shall assign any work for 10 month clerical employees that goes beyond the academic school year. For those days of employment, the 10 month clerical employee will be paid for time worked.

REGISTERED NURSES
Specific Area Decisions

1. The regular work day will consist of seven and one-half (7 1/2) hours, exclusive of meal breaks. The meal break shall be established for each employee with the immediate administrator. The employee will receive written confirmation of his or her daily schedule.
2. The normal work week is thirty-seven and one-half (37 1/2) hours.
3. Time and one-half (1 1/2) will be paid for time worked in excess of 37 1/2 hours per week.
4. Scheduled salaries shown are hourly rates. Gross pay for a given pay period will be computed by multiplying actual hours times the appropriate hourly rate.
5. The building administrator shall assign any work that goes beyond the academic school year. For those days of employment, the Registered Nurse will be paid for time worked.

TEACHER AIDES - MONITORS

Specific Area Decisions

1. The regular work day will be assigned by the appropriate building principal. The meal break time(s) shall be established for each employee with the immediate administrator. The employee will receive written confirmation of his or her daily schedule. Teacher aides will normally be employed only for periods of time when students are in attendance. Additional time shall be at the discretion of the building principal with the approval of the business administrator.
2. Teacher aides shall not be required to have full responsibility for the classroom in a teacher's absence.
3. Scheduled salaries shown are hourly rates. Gross pay for a given pay period will be computed by multiplying actual hours times the appropriate hourly rate.
4. Time and one-half (1 1/2) will be paid for time worked in excess of 37 1/2 hours per week.

CUSTODIAL, MAINTENANCE AND AUTOMOTIVE STAFF

Specific Area Decisions

1. The regular work day will consist of eight (8) hours exclusive of meal breaks. The meal break time shall be established for each employee with the immediate administrator. The employee will receive written confirmation of his or her daily schedule. Employees shall work two and one-half (2½) days during Holiday, President's Week, and Spring recesses, a period of at least one week duration.
2. Time and one-half (1 1/2) will be paid for hours worked in excess of 40 hours per week.
3. Double time will be paid for time worked on holidays. Time and one half will be paid for time worked on Sundays.
4. When hourly rates are shown, gross pay for a given pay period will be computed by multiplying actual hours worked times the appropriate hourly rate.

CAFETERIA STAFF
Specific Area Decisions

1. Length of work day will be determined by the cafeteria manager. Generally the hours will range from three (3) to six (6) hours per day. The work schedule will be the same as that school is in session, unless otherwise requested by the cafeteria manager. The meal break time shall be established for each employee with the immediate administrator. The employee will receive written confirmation of his or her daily schedule.
2. In the event of the temporary absence of a cafeteria worker, those working fewer hours than the absentee who are qualified shall have the first opportunity to substitute.
3. Scheduled salaries shown are hourly rates. Gross pay for a given pay period will be computed by multiplying actual hours worked times the appropriate hourly rate.
4. Time and one-half (1 1/2) will be paid for time worked in excess of 40 hours per week.
5. Cafeteria employees shall receive a free lunch.
6. An additional stipend will be granted above base hourly wages to head cooks of all buildings, including mileage as follows:

Head Cook Stipend	2008-09	2009-10	2010-11	2011-12
Middle School	600	623	647	672
PYE, PYA	600	623	647	672

7. The food service helper who is designated by the school lunch manager to normally assume the duties of a school lunch cashier shall be paid an additional twenty-five cents (25¢) per hour effective July 1, 1999.

MEMORANDUM OF AGREEMENT

Effective July 1, 1998 the four transportation employees who were originally hired by the Penn Yan Central School District and thereafter were employed by the private sector transportation carrier and currently remain as Penn Yan Central School employees (Sue Gettings, Joyce Manley, Joyce Simons and Charles Leach) shall be given credit for their employment time with the private sector carrier. The credit time shall be for vacation and longevity payments. There is no retroactive application in this matter.

MEMORANDUM OF UNDERSTANDING

April 29, 1991

It is hereby agreed by and between the Penn Yan Central School District and the Civil Service Employees Association Inc., Yates County Local 862, that the following ground rules shall apply to employees transferring from one salary schedule to another:

- 1) Employees transferring from a lower classification to a higher classification (a higher classification for this purpose, is to be defined as a classification with the Step 1 salary being higher than the Step 1 of the position currently held by the employee):

The employees starting wage shall be no less than what he/she is currently making per hour. The employee does not have to go back to Step 1 unless Step 1 of the new classification is a higher hourly wage than what the employee is currently receiving. However, an employee who transfers to a new job at Step 2 or higher, may still be required to serve probation. In this event, there shall be no step increase upon completion of probation.

- 2) Employees transferring to a lower classification:

The employee who transfers to a lower classification will start at Step 1 of the new classification. However, the probationary period may be shortened to 8 weeks, at which time, if the employee is recommended for completion of probation, he/she will move to the Step 2 wage.

MEMORANDUM OF AGREEMENT

November 1, 2007

This Memorandum of Agreement is made by and is between Ann Orman, Superintendent of Schools on behalf of the Penn Yan Central School District (hereinafter "District"); David Armstrong, President of the Civil Service Employees Association, Inc. Penn Yan Central School District Unit Yates County Local 862; and Kelly Sue Comfort, CSEA Labor Relations Specialist (hereinafter "Association"). The foregoing parties agree as follows:

1. The District will pay in full the initial fingerprinting fee for the unit member.
2. Thereafter, a separate deduction will be made from the unit member's paycheck over the period of one (1) year to reimburse the District for the initial fingerprinting fee.

The unit member will sign an agreement authorizing the paycheck deduction for the reimbursement of the initial fingerprinting fee.

CSEA Salary Schedule: 2008-09

Schedule	Title	Estimated Annual Hours	Annual					Hourly				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
1	Senior Stenographer	1,950	25,819	27,397	29,004	30,583	32,190	13.24	14.05	14.87	15.68	16.51
2	Senior Account Clerk	1,950	24,553	26,275	28,000	29,723	31,445	12.59	13.47	14.36	15.24	16.13
	Purchasing Clerk	1,950	24,553	26,275	28,000	29,723	31,445	12.59	13.47	14.36	15.24	16.13
3	Receptionist	1,950	24,482	26,065	27,625	29,233	30,814	12.55	13.37	14.17	14.99	15.80
	Keyboard Specialist	1,950	24,482	26,065	27,625	29,233	30,814	12.55	13.37	14.17	14.99	15.80
	School Bus Dispatcher	2,080	26,110	27,805	29,466	31,185	32,869	12.55	13.37	14.17	14.99	15.80
4	Clerk	1,350	16,761	17,813	18,868	19,920	21,008	12.42	13.19	13.98	14.76	15.56
	Library Clerk	1,350	16,761	17,813	18,868	19,920	21,008	12.42	13.19	13.98	14.76	15.56
5	Registered Professional Nurse	1,350	23,677	25,256	26,864	28,489	30,066	17.54	18.71	19.90	21.10	22.27
6	Occupational Therapist	1,350	33,452	35,529	37,635	39,743	41,841	24.78	26.32	27.88	29.44	30.99
7	Teacher Aide	n/a	11.28	11.89	12.51	13.13	13.76	11.28	11.89	12.51	13.13	13.76
	School Monitor	n/a	11.28	11.89	12.51	13.13	13.76	11.28	11.89	12.51	13.13	13.76
	School Bus Attendant	n/a	11.28	11.89	12.51	13.13	13.76	11.28	11.89	12.51	13.13	13.76
	School Traffic Aide	n/a	11.28	11.89	12.51	13.13	13.76	11.28	11.89	12.51	13.13	13.76
	Courier	n/a	11.28	11.89	12.51	13.13	13.76	11.28	11.89	12.51	13.13	13.76
8	Senior Automotive Mechanic	2,080	43,369	44,906	46,438	47,985	49,498	20.85	21.59	22.33	23.07	23.80
9	Head Custodian	2,080	42,480	44,018	45,550	47,096	48,641	20.42	21.16	21.90	22.64	23.39
10	Building Maintenance Worker	2,080	33,113	34,429	35,778	37,095	38,443	15.92	16.55	17.20	17.83	18.48
	Groundskeeper	2,080	33,113	34,429	35,778	37,095	38,443	15.92	16.55	17.20	17.83	18.48
	Clerk/Messenger	2,080	33,113	34,429	35,778	37,095	38,443	15.92	16.55	17.20	17.83	18.48
12	Building Maintenance Mechanic	2,080	32,191	33,511	34,858	36,175	37,493	15.48	16.11	16.76	17.39	18.03
13	Custodian	2,080	30,915	32,263	33,612	34,960	36,308	14.86	15.51	16.16	16.81	17.46
14	Custodial Worker	2,080	29,784	30,239	30,755	31,221	31,730	14.32	14.54	14.79	15.01	15.25
15	Cook	1,080	13,165	13,836	14,538	15,245	15,920	12.19	12.81	13.46	14.12	14.74
16	Food Service Helper	n/a	11.20	11.77	12.35	12.94	13.51	11.20	11.77	12.35	12.94	13.51
	School Lunch Cashier	n/a	11.20	11.77	12.35	12.94	13.51	11.20	11.77	12.35	12.94	13.51
17	School Bus Driver	n/a	16.45	17.66	18.87	20.04	21.27	16.45	17.66	18.87	20.04	21.27
18	Automotive Mechanic	2,080	36,175	37,877	39,514	41,169	42,822	17.39	18.21	19.00	19.79	20.59
19	Pre-K Program Parent Assistant	1,350	25,676	27,050	28,399	29,760	31,106	19.02	20.04	21.04	22.04	23.04
20	Baker	1,080	12,621	13,272	13,941	14,602	15,254	11.69	12.29	12.91	13.52	14.12
21	Building Maintenance Supervisor	2,080	41,391	43,046	44,767	46,424	48,095	19.90	20.70	21.52	22.32	23.12
22	Licensed Practical Nurse	1,440	13.77	14.67	15.64	16.60	17.51	13.77	14.67	15.64	16.60	17.51

Step 1 is the entry level wage rate

Step 2 is the wage rate effective upon appointment to permanent status

Step 3 is the wage rate to be effective on the July 1st occurring at least six, but not more than 18 months after appointment to permanent status.

Step 4 is the wage rate effective one year after attaining Step 3.

Step 5 is the wage rate effective one year after attaining Step 4

Those off schedule (not entitled to a wage step movement) shall receive a three and nine-tenths percent (3.9%) base wage increase above their 2007-08 base wage for 2008-09

Shift Differential. A 50¢ per hour stipend should be earned by positions working a majority of their hours between 5:00 p.m. and 6:00 a.m.

CSEA Salary Schedule: 2009-10

Schedule	Title	Estimated Annual Hours	Annual					Hourly				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
1	Senior Stenographer	1,950	26,826	28,465	30,135	31,776	33,445	13.76	14.60	15.45	16.30	17.15
2	Senior Account Clerk	1,950	25,511	27,300	29,092	30,882	32,671	13.08	14.00	14.92	15.84	16.75
	Purchasing Clerk	1,950	25,511	27,300	29,092	30,882	32,671	13.08	14.00	14.92	15.84	16.75
3	Receptionist	1,950	25,437	27,082	28,702	30,373	32,016	13.04	13.89	14.72	15.58	16.42
	Keyboard Specialist	1,950	25,437	27,082	28,702	30,373	32,016	13.04	13.89	14.72	15.58	16.42
	School Bus Dispatcher	2,080	27,128	28,889	30,615	32,401	34,151	13.04	13.89	14.72	15.58	16.42
4	Clerk	1,350	17,415	18,508	19,604	20,697	21,827	12.90	13.71	14.52	15.33	16.17
	Library Clerk	1,350	17,415	18,508	19,604	20,697	21,827	12.90	13.71	14.52	15.33	16.17
5	Registered Professional Nurse	1,350	24,600	26,241	27,912	29,600	31,239	18.22	19.44	20.68	21.93	23.14
6	Occupational Therapist	1,350	34,757	36,915	39,103	41,293	43,473	25.75	27.34	28.97	30.59	32.20
7	Teacher Aide	n/a	11.72	12.35	13.00	13.64	14.30	11.72	12.35	13.00	13.64	14.30
	School Monitor	n/a	11.72	12.35	13.00	13.64	14.30	11.72	12.35	13.00	13.64	14.30
	School Bus Attendant	n/a	11.72	12.35	13.00	13.64	14.30	11.72	12.35	13.00	13.64	14.30
	School Traffic Aide	n/a	11.72	12.35	13.00	13.64	14.30	11.72	12.35	13.00	13.64	14.30
	Courier	n/a	11.72	12.35	13.00	13.64	14.30	11.72	12.35	13.00	13.64	14.30
8	Senior Automotive Mechanic	2,080	45,060	46,657	48,249	49,856	51,428	21.66	22.43	23.20	23.97	24.73
9	Head Custodian	2,080	44,137	45,735	47,326	48,933	50,538	21.22	21.99	22.75	23.53	24.30
10	Building Maintenance Worker	2,080	34,404	35,772	37,173	38,542	39,942	16.54	17.20	17.87	18.53	19.20
	Groundskeeper	2,080	34,404	35,772	37,173	38,542	39,942	16.54	17.20	17.87	18.53	19.20
	Clerk/Messenger	2,080	34,404	35,772	37,173	38,542	39,942	16.54	17.20	17.87	18.53	19.20
12	Building Maintenance Mechanic	2,080	33,446	34,818	36,217	37,586	38,955	16.08	16.74	17.41	18.07	18.73
13	Custodian	2,080	32,121	33,521	34,923	36,323	37,724	15.44	16.12	16.79	17.46	18.14
14	Custodial Worker	2,080	30,946	31,418	31,954	32,439	32,967	14.88	15.10	15.36	15.60	15.85
15	Cook	1,080	13,678	14,376	15,105	15,840	16,541	12.66	13.31	13.99	14.67	15.32
16	Food Service Helper	n/a	11.64	12.23	12.83	13.44	14.04	11.64	12.23	12.83	13.44	14.04
	School Lunch Cashier	n/a	11.64	12.23	12.83	13.44	14.04	11.64	12.23	12.83	13.44	14.04
17	School Bus Driver	n/a	17.09	18.35	19.61	20.82	22.10	17.09	18.35	19.61	20.82	22.10
18	Automotive Mechanic	2,080	37,586	39,354	41,055	42,775	44,492	18.07	18.92	19.74	20.56	21.39
19	Pre-K Program Parent Assistant	1,350	26,677	28,105	29,507	30,921	32,319	19.76	20.82	21.86	22.90	23.94
20	Baker	1,080	13,113	13,790	14,485	15,171	15,849	12.14	12.77	13.41	14.05	14.68
21	Building Maintenance Supervisor	2,080	43,005	44,725	46,513	48,235	49,971	20.68	21.50	22.36	23.19	24.02
22	Licensed Practical Nurse	1,440	14.31	15.24	16.25	17.25	18.19	14.31	15.24	16.25	17.25	18.19

Step 1 is the entry level wage rate

Step 2 is the wage rate effective upon appointment to permanent status.

Step 3 is the wage rate to be effective on the July 1st occurring at least six, but not more than 18 months after appointment to permanent status.

Step 4 is the wage rate effective one year after attaining Step 3

Step 5 is the wage rate effective one year after attaining Step 4.

Those off schedule (not entitled to a wage step movement) shall receive a three and nine-tenths percent (3.9%) base wage increase above their 2008-09 base wage for 2009-10.

Shift Differential: A 50¢ per hour stipend should be earned by positions working a majority of their hours between 5:00 p.m. and 6:00 a.m.

CSEA Salary Schedule: 2010-11

Schedule	Title	Estimated Annual Hours	Annual					Hourly				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
1	Senior Stenographer	1,950	27,872	29,575	31,310	33,015	34,749	14.29	15.17	16.06	16.93	17.82
2	Senior Account Clerk	1,950	26,506	28,365	30,227	32,086	33,945	13.59	14.55	15.50	16.45	17.41
	Purchasing Clerk	1,950	26,506	28,365	30,227	32,086	33,945	13.59	14.55	15.50	16.45	17.41
3	Receptionist	1,950	26,429	28,138	29,821	31,558	33,265	13.55	14.43	15.29	16.18	17.06
	Keyboard Specialist	1,950	26,429	28,138	29,821	31,558	33,265	13.55	14.43	15.29	16.18	17.06
	School Bus Dispatcher	2,080	28,186	30,016	31,809	33,665	35,483	13.55	14.43	15.29	16.19	17.06
4	Clerk	1,350	18,094	19,230	20,369	21,504	22,678	13.40	14.24	15.09	15.93	16.80
	Library Clerk	1,350	18,094	19,230	20,369	21,504	22,678	13.40	14.24	15.09	15.93	16.80
5	Registered Professional Nurse	1,350	25,559	27,264	29,001	30,754	32,457	18.93	20.20	21.48	22.78	24.04
6	Occupational Therapist	1,350	36,113	38,355	40,628	42,903	45,168	26.75	28.41	30.09	31.78	33.46
7	Teacher Aide	n/a	12.18	12.83	13.51	14.17	14.86	12.18	12.83	13.51	14.17	14.86
	School Monitor	n/a	12.18	12.83	13.51	14.17	14.86	12.18	12.83	13.51	14.17	14.86
	School Bus Attendant	n/a	12.18	12.83	13.51	14.17	14.86	12.18	12.83	13.51	14.17	14.86
	School Traffic Aide	n/a	12.18	12.83	13.51	14.17	14.86	12.18	12.83	13.51	14.17	14.86
	Courier	n/a	12.18	12.83	13.51	14.17	14.86	12.18	12.83	13.51	14.17	14.86
8	Senior Automotive Mechanic	2,080	46,817	48,477	50,131	51,800	53,434	22.51	23.31	24.10	24.90	25.69
9	Head Custodian	2,080	45,858	47,519	49,172	50,841	52,509	22.05	22.85	23.64	24.44	25.24
10	Building Maintenance Worker	2,080	35,746	37,167	38,623	40,045	41,500	17.19	17.87	18.57	19.25	19.95
	Groundskeeper	2,080	35,746	37,167	38,623	40,045	41,500	17.19	17.87	18.57	19.25	19.95
	Clerk/Messenger	2,080	35,746	37,167	38,623	40,045	41,500	17.19	17.87	18.57	19.25	19.95
12	Building Maintenance Mechanic	2,080	34,750	36,176	37,629	39,052	40,474	16.71	17.39	18.09	18.78	19.46
13	Custodian	2,080	33,374	34,828	36,285	37,740	39,195	16.05	16.74	17.44	18.14	18.84
14	Custodial Worker	2,080	32,153	32,643	33,200	33,704	34,253	15.46	15.69	15.96	16.20	16.47
15	Cook	1,080	14,211	14,937	15,694	16,458	17,186	13.16	13.83	14.53	15.24	15.91
16	Food Service Helper	n/a	12.09	12.71	13.33	13.96	14.59	12.09	12.71	13.33	13.96	14.59
	School Lunch Cashier	n/a	12.09	12.71	13.33	13.96	14.59	12.09	12.71	13.33	13.96	14.59
17	School Bus Driver	n/a	17.76	19.07	20.37	21.63	22.96	17.76	19.07	20.37	21.63	22.96
18	Automotive Mechanic	2,080	39,052	40,889	42,656	44,443	46,227	18.78	19.66	20.51	21.37	22.22
19	Pre-K Program Parent Assistant	1,350	27,717	29,201	30,658	32,127	33,579	20.53	21.63	22.71	23.80	24.87
20	Baker	1,080	13,624	14,328	15,050	15,763	16,467	12.61	13.27	13.94	14.60	15.25
21	Building Maintenance Supervisor	2,080	44,682	46,469	48,327	50,116	51,920	21.48	22.34	23.23	24.09	24.96
22	Licensed Practical Nurse	1,440	14.87	15.83	16.88	17.92	18.90	14.87	15.83	16.88	17.92	18.90

Step 1 is the entry level wage rate

Step 2 is the wage rate effective upon appointment to permanent status

Step 3 is the wage rate to be effective on the July 1st occurring at least six, but not more than 18 months after appointment to permanent status.

Step 4 is the wage rate effective one year after attaining Step 3

Step 5 is the wage rate effective one year after attaining Step 4

Those off schedule (not entitled to a wage step movement) shall receive a three and nine-tenths percent (3.0%) base wage increase above their 2009-10 base wage for 2010-11.

Shift Differential A 50¢ per hour stipend should be earned by positions working a majority of their hours between 5:00 p.m. and 6:00 a.m.

CSEA Salary Schedule: 2011-12

Schedule	Title	Estimated Annual Hours	Annual					Hourly				
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
1	Senior Stenographer	1,950	28,959	30,728	32,531	34,303	36,104	14.85	15.76	16.68	17.59	18.51
2	Senior Account Clerk	1,950	27,540	29,471	31,406	33,337	35,269	14.12	15.11	16.11	17.10	18.09
	Purchasing Clerk	1,950	27,540	29,471	31,406	33,337	35,269	14.12	15.11	16.11	17.10	18.09
3	Receptionist	1,950	27,460	29,235	30,984	32,789	34,562	14.08	14.99	15.89	16.81	17.72
	Keyboard Specialist	1,950	27,460	29,235	30,984	32,789	34,562	14.08	14.99	15.89	16.81	17.72
	School Bus Dispatcher	2,080	29,285	31,187	33,050	34,978	36,867	14.08	14.99	15.89	16.82	17.72
4	Clerk	1,350	18,800	19,980	21,163	22,343	23,562	13.93	14.80	15.68	16.55	17.45
	Library Clerk	1,350	18,800	19,980	21,163	22,343	23,562	13.93	14.80	15.68	16.55	17.45
5	Registered Professional Nurse	1,350	26,556	28,327	30,132	31,953	33,723	19.67	20.98	22.32	23.67	24.98
6	Occupational Therapist	1,350	37,521	39,851	42,212	44,576	46,930	27.79	29.52	31.27	33.02	34.76
7	Teacher Aide	n/a	12.66	13.33	14.04	14.72	15.44	12.66	13.33	14.04	14.72	15.44
	School Monitor	n/a	12.66	13.33	14.04	14.72	15.44	12.66	13.33	14.04	14.72	15.44
	School Bus Attendant	n/a	12.66	13.33	14.04	14.72	15.44	12.66	13.33	14.04	14.72	15.44
	School Traffic Aide	n/a	12.66	13.33	14.04	14.72	15.44	12.66	13.33	14.04	14.72	15.44
	Courier	n/a	12.66	13.33	14.04	14.72	15.44	12.66	13.33	14.04	14.72	15.44
8	Senior Automotive Mechanic	2,080	48,643	50,368	52,086	53,820	55,518	23.39	24.22	25.04	25.88	26.69
9	Head Custodian	2,080	47,646	49,372	51,090	52,824	54,557	22.91	23.74	24.56	25.40	26.23
10	Building Maintenance Worker	2,080	37,140	38,617	40,129	41,607	43,119	17.86	18.57	19.29	20.00	20.73
	Groundskeeper	2,080	37,140	38,617	40,129	41,607	43,119	17.86	18.57	19.29	20.00	20.73
	Clerk/Messenger	2,080	37,140	38,617	40,129	41,607	43,119	17.86	18.57	19.29	20.00	20.73
12	Building Maintenance Mechanic	2,080	36,105	37,587	39,097	40,575	42,052	17.36	18.07	18.80	19.51	20.22
13	Custodian	2,080	34,676	36,186	37,700	39,212	40,724	16.67	17.40	18.13	18.85	19.58
14	Custodial Worker	2,080	33,407	33,916	34,495	35,018	35,589	16.06	16.31	16.58	16.84	17.11
15	Cook	1,080	14,765	15,520	16,306	17,100	17,856	13.67	14.37	15.10	15.83	16.53
16	Food Service Helper	n/a	12.56	13.21	13.85	14.50	15.16	12.56	13.21	13.85	14.50	15.16
	School Lunch Cashier	n/a	12.56	13.21	13.85	14.50	15.16	12.56	13.21	13.85	14.50	15.16
17	School Bus Driver	n/a	18.45	19.81	21.16	22.47	23.86	18.45	19.81	21.16	22.47	23.86
18	Automotive Mechanic	2,080	40,575	42,484	44,320	46,176	48,030	19.51	20.43	21.31	22.20	23.09
19	Pre-K Program Parent Assistant	1,350	28,798	30,340	31,854	33,380	34,889	21.33	22.47	23.60	24.73	25.84
20	Baker	1,080	14,155	14,887	15,637	16,378	17,109	13.11	13.78	14.48	15.16	15.84
21	Building Maintenance Supervisor	2,080	46,425	48,281	50,212	52,071	53,945	22.32	23.21	24.14	25.03	25.94
22	Licensed Practical Nurse	1,440	15.45	16.45	17.54	18.62	19.64	15.45	16.45	17.54	18.62	19.64

Step 1 is the entry level wage rate

Step 2 is the wage rate effective upon appointment to permanent status.

Step 3 is the wage rate to be effective on the July 1st occurring at least six, but not more than 18 months after appointment to permanent status.

Step 4 is the wage rate effective one year after attaining Step 3

Step 5 is the wage rate effective one year after attaining Step 4

Those off schedule (not entitled to a wage step movement) shall receive a three and nine-tenths percent (3.9%) base wage increase above their 2010-11 base wage for 2011-12.

Shift Differential A 50¢ per hour stipend should be earned by positions working a majority of their hours between 5:00 p.m. and 6:00 a.m.