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AGREEMENT
BY AND BETWEEN THE
BOARD OF EDUCATION,
CITY SCHOOL DISTRICT OF THE
CITY OF PORT JERVIS

and

THE CIVIL SERVICE EMPLOYEES'
ASSOCIATION, INC., LOCAL 1000,
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO, THE RECOGNIZED UNION BY
THE PORT JERVIS SCHOOL DISTRICT
UNIT, ORANGE COUNTY LOCAL 836

JULY 1, 2007 - JUNE 30, 2010

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 08 2009

ADMINISTRATION

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PERSONNEL DEPT.

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AGREEMENT made and entered into this ____ day of _____, 2008
by and between THE BOARD OF EDUCATION, CITY SCHOOL DISTRICT
of THE CITY OF PORT JERVIS (hereinafter referred to as
the "Board" or "Board of Education")

and

CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC., LOCAL 1000
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, THE RECOGNIZED UNION
BY PORT JERVIS SCHOOL DISTRICT
UNIT, ORANGE COUNTY LOCAL 836"
(hereinafter referred to as "CSEA" or the "UNION")

ARTICLE 1

RECOGNITION, DEDUCTIONS AND SENIORITY

SECTION 1 - RECOGNITION

The District hereby recognizes the Union as the sole and exclusive negotiating representative for the purpose of negotiating collectively in the determination of terms and conditions of employment and in the administration of grievances arising under the terms of this Agreement, in a unit consisting of all building and grounds, transportation, cafeteria and clerical employees, teacher assistants, teacher aides, monitors and Library clerks, but excluding administrators, teachers, Director of Transportation, Director of Building and Grounds and the Director of Food Services. Such recognition shall continue for the maximum period permissible by law.

SECTION 2 - DEDUCTIONS

A. DUES DEDUCTIONS

The Union shall have the exclusive right to payroll dues deductions. The Board will honor individual authorizations subject to provisions hereof, for the deduction of Union dues, and such other authorized union-sponsored insurance benefit programs, as may be authorized by the employees as fringe benefits of membership authorizations provided by the Union, subject to accommodation of such deductions in the mechanical procedures of payroll preparation. The Union will certify to the Board, in writing, the current rate of its membership dues and insurance premiums.

Deductions shall be implemented within one month of receipt by the District of those authorization cards submitted in accordance with this Article.

Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Board in writing, at least two (2) weeks prior to any payroll date of his/her desire to discontinue or to change such authorization.

B. SERVICE FEE DEDUCTIONS

Thirty (30) days after the signing of this Agreement or thirty (30) days after the date of employment

whichever comes later, the Board agrees, in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of the UNION, but who is represented by the UNION for the purpose of collective negotiation an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the UNION, provided that the UNION establish and maintain a procedure providing for the refund of an employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rated share of the expenditures of the UNION in aid of activities or causes only incidentally related to terms and conditions of employment.

C. REMITTANCE

Dues and Service fees collected shall be remitted to the Treasurer of the CSEA, 143 Washington Avenue, Albany, New York 12210 or to the appropriate collection agency designated by CSEA, as the case may be.

The BOARD assumes no responsibility for the disposition of such funds so deducted once they are remitted to the UNION, or to the appropriate collection agency, as the case may be, and the BOARD shall be saved whole and harmless.

SECTION 3 - EMPLOYEE INFORMATION

A. The District shall supply to the unit President a list of all employees in the bargaining unit showing the employee's full name, home address, job title, work location, and first date of employment. Such information shall hereafter be provided to the unit President on an annual basis.

B. The District shall supply to the Unit President on an annual basis the name, work location and date of hire of all new employees. In addition, the District shall supply a listing of employees showing the name and work location, who terminate their employment.

SECTION 4 - SENIORITY TO BE GOVERNED BY CIVIL SERVICE LAW

Seniority shall be based on continuous service from the date of an employee's first probationary appointment. Pursuant to Civil Service Law Rules and Regulations, any employee leaving service, and returning to service within 365 days, shall be considered to have served continuously. The Administration and the CSEA President or his/her designee shall review and agree to the seniority list on an annual basis and in July of each contract year. For Transportation employees (bus drivers or bus monitors) the date of an employee's first probationary appointment shall be deemed such driver/monitor's first contracted run.

ARTICLE 2

WORKDAY AND WORKWEEK

SECTION 1 - CUSTODIAL AND MAINTENANCE PERSONNEL

(12 month: Custodial, Maintenance, Mechanics)

A. The normal full-time workday shall be defined as eight (8) hours a day, exclusive of a lunch period.

B. The normal full time workweek shall be defined as five (5) consecutive days of work with two (2) consecutive days off.

C. Summer Hours - Maintenance and Custodians. Maintenance personnel and custodians shall, during the period from July 1, through August 31 of each contract year, be entitled to adjust the workday from 7 AM. to 3:30 P.M. to 6 A.M. to 2:30 P.M., subject to the condition that the Administration reserves the right unto itself to readjust the work schedule to the normal workday for the purpose of addressing a particular scheduled event or where special circumstances warrant a return to the normal workday. Such resumption shall be on 72 hours' notice unless a shorter notice time is agreed upon by the Union. Notwithstanding anything herein contained to the contrary, it is understood and agreed that building custodians' schedules shall coincide with the scheduling of normal business hours such that a custodian would be available and on duty during normal business hours.

SECTION 2 - CLERICAL PERSONNEL

A. The work week for all clerical employees hired on or after July 1, 1992 will be 37-1/2 hours.

B. The normal full time workday, for employees hired before July 1, 1992, shall be seven and one-half (7-1/2) hours per day, exclusive of lunch. The normal full-time work week shall be defined as five (5) consecutive days with two (2) consecutive days off totaling thirty-seven and one-half (37-1/2) hours per week except during the months of July and August at which time the work day for such twelve month clerical employees shall be six (6) hours per day and thirty (30) hours per week. Notwithstanding the foregoing, however, all clerical employees shall be given the option, in his, her or their sole discretion, to work thirty-seven and one-half (37-1/2) hours or thirty (30) hours during July and August at the regular hourly rate, provided such option and election is made by such employee not later than June 15th of each year.

C. During Thanksgiving, Christmas, and Spring Break, employees shall work the normal work week (37-1/2 hours) at the regular hourly rate, in accordance with the attached schedule annexed hereto and made part hereof.

SECTION 3 - BUS DRIVERS, CAFETERIA PERSONNEL, TEACHER ASSISTANTS, MONITORS AND LIBRARY CLERKS

Bus drivers, cafeteria personnel, teacher aides, teacher assistants and monitors shall work the number of hours and days per their special schedule, exclusive of lunch. In the case of cafeteria personnel, the exclusion of lunch is for fifteen (15) minutes. The Director of Food Service shall post, with respect to cafeteria personnel, a work schedule two (2) weeks in advance.

All teacher aides working in the kindergarten program shall have hours that are the same as other teacher aides.

SECTION 4 - SHIFT CHANGES

Any permanent change in shift assignment shall be made by agreement between Administration and the employee. With respect to change of work location, discussion shall take place between the employee and his/her immediate supervisor with the final decision resting with the Superintendent. However, because of the changing needs of the District, if it is deemed necessary by the Board to change employees' shift ratios to maintain efficient service, the parties upon the request of the Board, shall meet to negotiate said change. If the parties cannot agree, the issue may be submitted to arbitration as per the provisions of the agreement.

The District reserves the right, unto itself, subject to the limitations hereinafter set forth, to develop such work schedule or schedules, with respect to the bus garage mechanics, as it deems appropriate for the orderly and efficient administration of the Transportation Department. The District may vary the work schedules between the hours of 5:00 AM and 10:00 PM, subject to the following considerations:

A. The Transportation Director or his/her designee may change the mechanic's shifts, provided five (5) working days prior notice of the change is given to the mechanics;

B. In making shift assignments preference shall be given to those mechanics who express an interest in working the proposed shift;

C. In the event no mechanic volunteers for the proposed shift, assignment to that shift shall be made in inverse order of seniority.

Where applicable, all mechanics shall be entitled to a "night differential" for all hours worked after 3:00 PM in accordance with the provisions of Article 3(D). This provision shall become effective as of the date of the execution of this agreement.

SECTION 5 - RELIEF BREAK

Employees shall be entitled to relief breaks based upon the following:

A. Any employee working three or less hours - no break;

B. Any employee working more than three (3) hours but less than six (6) hours shall be entitled to one (1) fifteen minute break;

C. Any employee working six (6) or more hours shall be entitled to two (2) fifteen minute breaks. It is further understood and agreed that the ability of the employee to consolidate the AM and PM relief break period into one thirty (30) minute relief period shall be implemented in consultation with the immediate supervisor. In addition, employees shall be permitted to leave a building and/or his or her work station, only after consultation and approval by the immediate supervisor. It is further agreed that the ability of an employee or employees to consolidate his, her or their breaks shall not apply to cafeteria personnel.

Notwithstanding the foregoing, cafeteria personnel shall only be entitled to one fifteen (15) minute period per day to be taken in either the A.M. or P.M. period. It is further understood and agreed that such cafeteria employees shall only be permitted to leave the premises after consultation and with the approval of their immediate supervisor. The immediate supervisor's decision shall be deemed final.

SECTION 6 - INCLEMENT WEATHER, EMERGENCY DAYS, DECLARED SNOW DAYS AND DISTRICT WIDE CLOSINGS.

- (1) When school is closed because of a declared snow day, all ten month employees shall not be required to report for duty.
- (2) All employees who report on the designated time on the delayed opening shall receive a full days pay at his, her or their regular rate of pay.
- (3) Twelve month employees required to report for duty will be compensated one and one-half (1 ½) times their normal rate.
- (4) Twelve month employees are defined as mechanics, drivers that plow, custodial, maintenance personnel and clerical employees.
- (5) In the event any employee suffers a loss of work time which results in a permanent loss of pay, such employee shall have the option of charging such loss of pay to his, her or their sick leave accruals provided he, she or they have such accrued sick leave available.
- (6) The District will attempt to notify ten (10) month employees, including bus drivers, by radio or telephone of a delayed opening forty-five (45) minutes prior to the established reporting time. To facilitate such notification, the District and Union shall agree to and implement a coordinated notification procedure which will include, but not be limited to, a "phone chain". The radio announcement will be considered as of the time they are notified. If such employees do not receive such notification and report to work and there is delayed opening, they shall receive an additional two (2) hours pay at their regular hourly rate of pay.
- (7) The Superintendent, may, in his or her sole and absolute discretion, declare a "District wide closing" where, in the discretion and determination of the Superintendent, he or she deems that the weather conditions existing are of such severity as to present an eminent threat to the health, safety and welfare of District personnel traveling to and from work. In the event a "District wide closing" is declared, then all twelve month employees (except "emergency personnel") shall not be required to report to work and shall not suffer any loss of pay.

In conjunction therewith, the Superintendent, after consultation with the Union, shall designate certain "emergency personnel" who shall be required to report to work. Any emergency personnel required to report to work shall be compensated at one and one half times their normal rate. Such payment shall be in lieu of the compensation that such employee would otherwise be entitled to pursuant to Subsection 3 of this provision.

ARTICLE 3
COMPENSATION

SECTION 1 - SALARY COMPUTING FACTORS

The twelve (12) month custodial, maintenance, mechanics, assistant mechanics and cleaner personnel shall be considered to work 2,080 hours per year (40 hours per week X 52 weeks) and twelve (12) month clerical personnel shall be considered to work 1,950 hours per year (37.5 hours per week x 52 weeks) and salary shall be computed using these factors.

SECTION 2 - ENTITLEMENT TO INCREMENTS

On July 1st of each contract year, and until a Successor Agreement is executed, each Bargaining Unit Employee shall be entitled to and advance one (1) step from the step which he, she or they previously occupied in the prior contract year in accordance with the wage/compensation schedules set forth in Appendix "D" and shall thereafter continue to advance one (1) step each year until he, she or they shall obtain the top step.

SECTION 3 - PREMIUM PAY

A. **OVERTIME** The Board shall pay time and one-half (1 ½) the employees' rate of pay for all hours worked over 37-1/2 hours per week, for all clerical employees, and over forty (40) hours per week for all forty hour per week employees and for guaranteed holidays and Sundays. For the purpose of calculating the employees' entitlement to overtime pay, the term "hours worked" shall be deemed to include vacation time, paid holidays and all approved paid leave such as bereavement and personal business leave, but shall not include sick leave time.

Notwithstanding the foregoing, the employee shall have the right, at his/her discretion to receive compensatory time in lieu of overtime payment at the applicable overtime rate up to a maximum accumulation of eighty (80) hours (80 hours x 1.5 for 120 hours at straight time rate) per year, subject however to the condition that such compensatory time must be utilized, with the approval of the immediate supervisor, within the next succeeding pay period.

B. **BUILDING CHECKS**

The Head Custodian of the building shall receive extra compensation for checking his/her building during weekends and other times as necessary as follows:

1. The Head Custodian of the building shall receive a minimum of one and one-half (1 ½) hours compensation for checking his/her building during weekends, holidays, and at other times as may be necessary, regardless of whether more or less than one (1) hour is required. Such employee shall be required to clock in and clock out for such building checks.

C. HEAVY WORK DIFFERENTIAL

During the term of this Agreement, and until superceded by a successor Agreement, extra compensation of fifteen (\$.15) cents per hour shall be paid to male or female cleaners, couriers and cafeteria workers, specifically for doing heavy work.

D. NIGHT SHIFT DIFFERENTIAL

During the term of this Agreement, and until superceded by a successor Agreement, extra compensation shall be paid to employees working the following shifts:

\$.25 per hour for the second shift - 3:00 PM to 12:00 Midnight;

\$.35 per hour for the third shift - 11:00 PM to 7:30 AM.

Additionally, all night Head Custodians or custodians in charge shall receive twenty-nine (\$.29) cents per hour added to his, her or their base wage or compensation.

E. WORKSHOPS AND COURSES - uniforms

1. Any cafeteria employee required to attend workshops will be reimbursed for the time required beyond that of the normal working day.

2. Any employee required to take extra courses will be reimbursed for the cost of such required course or courses.

3. Any employee who attends in-service workshops with prior approval of the District shall have \$40.00 added to the employee's base salary for every fifteen (15) credit hours of training accrued.

4. The District shall provide necessary funds, not to exceed \$500.00 annually, to finance employee attendance at professional meetings. No such funds may be used for the purpose of financing employee attendance at negotiating seminars or similar conferences.

Pursuant to the provisions of this Article, the District agrees to post and otherwise bring to the attention of employees, workshops, conferences, etc., which may become available during the school year and which will add to the professional development of employees. In addition, the employees of this unit may bring to the attention of the District such workshops, conferences, etc., that they feel will add to their professional development. Permission to attend professional meetings shall be with the approval of the Superintendent of Schools.

5. During the term of this Agreement and thereafter, until superceded by a successor Agreement, except for pre-scheduled work prior to or after the employee's normal workday, employees directed to and who report for work before or after the employee's normal workday or on the employee's scheduled day off, shall be paid for actual hours worked with a minimum guaranty of three (3) hours pay at the applicable rate.

6. Certified asbestos handlers shall be paid double time for work during the regular work week and double time and one-half for weekends and holidays.

7. The District agrees that it will provide uniforms for the Building and Grounds, custodial, maintenance, and mechanics. The District will consult with the Union as to the quality, quantity, color and style of the uniforms. The final decision shall rest with the Superintendent in his sole and absolute discretion.

In addition to the foregoing, the District agrees to and shall provide a yearly shoe allowance in the amount of \$110.00 per employee to all Building and Grounds, Custodial, Maintenance and Mechanic personnel. The District further agrees to provide a yearly uniform allowance of \$75.00, per employee, for all cafeteria personnel. The aforesaid allowance shall be paid to employees enumerated herein in the form of a reimbursement, which reimbursement will be paid upon the employee submitting to the District proof of purchase, in form and content satisfactory to the District.

SECTION 4 - PROMOTIONS

An employee receiving a promotion shall be placed on that step on the schedule to which they are promoted based on the following:

They will be placed on the step which results in a \$700.00 increase in salary (converted to their applicable hourly rate). If no step generates exactly a \$700.00 increase (converted to such employee's applicable hourly rate) then the employee will be placed on that step which guarantees at least an hourly adjustment that generates the \$700.00 increase based upon an employee's annual hourly work schedule.

1. Movement to a higher classification within a department (this includes a combination job); or
2. Appointment to a higher paying position through a promotional or open competitive exam.

SECTION 5 - CONSULTATION OF JOB CATEGORIES

In the event the District creates a new title to be placed in this bargaining unit, both parties shall meet to discuss the rate of pay for said position.

The school reserves the right to make the final decision after discussion.

SECTION 6 - COMPENSATION ADJUSTMENTS EFFECTIVE JULY 1, 2007, 2008, and 2009:

(A). BASE COMPENSATION ADJUSTMENTS:

(1). The compensation or wage adjustment for contract year 2007/2008 shall be in accordance with the annexed schedule designated as "Appendix D". The intent is to implement an equity adjustment (where applicable) plus three and one-half (3 ½%) percent compensation or wage adjustment for each employee, (effective and retroactive to July 1, 2007). All employees on the top step or off the schedule shall receive a three and one-half (3 ½%) percent compensation or wage increase based upon the final step in his, her or their job category or his, her or their current compensation or wage, whichever is greater. Any retroactive wage/compensation payments and adjustments to be paid for contract year 2007/2008 shall be paid to Bargaining Unit Members in a lump sum payment not later than the first pay period of January, 2008.

(2). Thereafter, and in contract year 2008/2009, there will be a further compensation and/or wage adjustment in accordance with the annexed schedule designated as "Appendix D". The intent is to implement a further three and one-half (3 ½%) percent compensation and/or wage adjustment for each employee. All employees on the top step or off the schedule shall receive a three and one-half (3 ½%) percent compensation and/or wage adjustment based upon his, her or their final step in their job category or his, her or their base compensation and/or wage, whichever is greater.

(3). Thereafter, and in contract year 2009/2010, there shall be a further compensation and/or wage adjustment in accordance with the annexed schedule designated as "Appendix D". The intent is to implement

a four (4%) percent compensation and/or wage adjustment for each employee. All employees on the top step or off the schedule shall receive a four (4%) percent compensation and/or wage adjustment based upon his, her or their final step in their job category or his, her or their base compensation and/or wage, whichever is greater.

(4). It is further acknowledged that the annexed schedules (Appendix "D") contain five (5) new job classifications, namely: Senior School Secretary, School Secretary, Personnel Manager, Accountant and Payroll - Employee Benefits Manager. It is acknowledged by the parties that these classifications constitute new classifications which, as of the date of the Memorandum of Agreement and this Agreement, have not been approved in accordance with Civil Service Regulations but which application for approval is currently pending. Such job classifications and salary schedules pertaining thereto have been earmarked as an * (asterisk). It is understood and agreed that these positions shall not be subject to the retroactive payments contemplated herein. The applicability of such new job titles shall be subject to and conditioned upon obtaining appropriate Civil Service approval and as such its and their application shall be prospective only from the effective date of such approval.

B. HOURLY EMPLOYEES

Hourly Employee rates will be retained subject to the following adjustments made applicable to all employees:

HOURLY EMPLOYEES

Commencing 10th Year - - - - -20 cents per hour
Commencing 15th Year - - - - -25 cents per hour
Commencing 20th Year - - - - -30 cents per hour
Commencing 25th Year - - - - -35 cents per hour

It is understood that the above stated amounts shall be applied on a cumulative basis thereby providing \$1.10 (hourly) after twenty-four years of service, and commencing with the twenty-fifth year of service.

SECTION 7 - TEN MONTH EMPLOYEES PAY PERIOD OPTION

Effective for contract year 2005/06 (July 1, 2005) ten month employees shall be afforded the option to receive his, her or their compensation in twenty-two or twenty-six equalized pay periods; such option to be exercised not later than August 15th of each contract year, commencing August 15, 2005. It is understood and agreed that such option shall be binding upon the employee for the entire contract year for which such election is exercised.

ARTICLE 4

HOLIDAYS

Holidays for all custodial, maintenance, mechanics and clerical personnel shall be as follows:

Day Before New Year's Day Independence Day

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Day before Christmas Day
Christmas Day

If a holiday falls on a Saturday or Sunday, another day that is mutually acceptable will be granted in lieu thereof.

Additionally, one person from the bargaining unit shall be designated to make suggestions to adopt the official school calendar. The final decision to adopt the school calendar shall rest with the Board of Education.

ARTICLE 5

VACATION SCHEDULES

The vacation schedule for full-time, regular 12 month employees shall be as follows:

<u>Years Completed</u>	<u>Vacation Days:</u>
Less Than One (1) Year	Prorated Number of Days
After One (1) Year	10
After Seven (7) Years	15
After Fifteen (15) Years	20

Years of service shall be determined by employee's anniversary date.

Employees shall make timely requests for vacation preferences. All vacation scheduling is subject to administrative discretion. Employees may be allowed to take vacation when school is in session subject to the needs of the District, including but not limited to coverage for every District Building working day.

ARTICLE 6

LEAVES

SECTION 1 - SICK LEAVE

(A). Subject to provisions of subparagraph B, all bargaining unit employees shall accrue sick time at a rate of one and one-quarter (1.25) days per month at no loss of pay accumulative to two hundred seventy five (275) days; such accrual being applicable for all months worked, including but not limited to work performed during the summer.

At any time an employee, at no loss of pay, may use all or a portion of his or her accumulated sick leave for personal illness. A physician's certificate may be required, in the discretion of the District, for all absences of school personnel beyond three (3) continuous days. Such certificate shall be attested to by a physician, in form and content satisfactory to the District, and shall include a statement that in the professional opinion of the physician, the absence of the employee was medically necessary and the reason therefore. Absence beyond the employee's accumulated sick leave shall, as a minimum, result in a full loss of pay for the period of such absence. In addition to the above, and unless such employee secures approval for the use and application of additional sick days, to be drawn from the sick leave bank pursuant to its procedure, or such extended absence is determined by the District to be medically justifiable, as set forth above, then, in that event, such absence beyond the employee's accumulated sick leave shall be deemed an unauthorized leave of absence for which the employee may, in the District's discretion, be subject to disciplinary charges in accordance with the District's Disciplinary Procedure as hereinafter set forth in Article 22 of this Agreement and the District's Time and Attendance Policy as enumerated in Appendix "G" annexed hereto and made part hereof.

(B). Notwithstanding anything herein contained to the contrary, nothing contained in this Agreement shall prohibit the accrual or use of accumulated sick leave by ten (10) month employees for work performed in the summer. Such accrual shall not apply to bargaining unit members performing substitute work. Summer accrual shall be computed as follows: 1.25 days for July and .50 days for August.

(C). Sick leave shall be granted for the following reasons only:

1. Illness of the employee, quarantine.
2. Sickness or death in the employee's immediate family or household.
3. The term "immediate" family refers to father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandchildren, grandparents and "significant others". The term "significant others" shall be deemed to include an individual and/or individuals who cohabit and/or reside with the employee.
4. Religious observance.

SECTION 2 - ACCUMULATED SICK DAYS

A. An adjustment of the salary of the final year of service of an employee who is retiring under the provisions of the New York State Employee's Retirement System will be made to compensate the employee for a proportion of the unused sick leave which he or she has accumulated for a maximum of 250 days.

B. The benefit will amount to 1/400 of the salary of the Association Member for his/her final year of service for each day of unused sick leave which he/she has accumulated at the end of the year in which he/she retires.

C. In order to qualify for this adjustment of final salary, the staff member must have served in the District for at least ten years and must have indicated in writing to the Superintendent the decision to retire, six (6) months prior to the date of retirement.

D. The special benefit payment will be included in the final two salary payments of the school year at time of retirement, at which time the exact number of unused sick leave days can, be accurately computed.

SECTION 3 - PERSONAL BUSINESS LEAVE POLICY

Each staff member shall be allowed up to three days of personal business leave with full pay each year as per the guidelines in Appendix "A". All regular employees working less than 12 months shall receive a pro-rata share depending upon the number of months worked. Employees working three (3) hours or less, shall be entitled to one (1) personal leave day as per the guidelines in Appendix "A". Personal days as set forth above, are included within the total allotted sick days and are not cumulative. One (1) day's notice will be required.

SECTION 4 - BEREAVEMENT

All regular employees shall be entitled to three (3) days (at their regular daily hours) bereavement leave paid at their regular rate of pay for each occurrence of death in the immediate family as defined in Article 6. Under extenuating circumstances, employees will be entitled to use in excess of their allotted bereavement days and subtract the excess days from accumulated sick leave with the approval of the Superintendent of Schools.

SECTION 5 - CHILD CARE LEAVE

Child Care Leave may be granted for up to two (2) years upon request, for the care of a newly born child, or an adopted child below three (3) years of age, at the discretion of the Board of Education.

The time of commencement and the time of return shall be at the beginning of the work year, or if this is impossible, at times determined by the District to be consistent with the best interests of the District.

The leave shall be without pay. The employee may continue his/her health insurance while on leave at his/her expense.

SECTION 6 - LEAVE OF ABSENCE

Any employee may request a leave of absence without pay. Said leave shall not be more than two (2) years in length and all the employees' benefits and seniority shall be preserved.

Employees applying for such leave shall state the specific reasons for the leave. If granted it is in the sole discretion of the Superintendent and Board of Education.

SECTION 7 - SICK BANK FOR LONG TERM ILLNESS

A sick leave bank shall be established for catastrophic or long term illness as follows:

A. At the establishment of the bank, each CSEA employee shall contribute and the Board shall deduct, two (2) days from the accumulated sick leave of each employee and that said days shall be deposited in the sick leave bank.

B. The bank shall be administered by a Joint Committee which shall include three members from the Administration and three members from the Union. Each member shall have one vote. Four (4) votes shall be required for approval.

C. It shall be the Sick Bank Committee's responsibility to establish criteria for the evaluation and/or approval of Sick Leave Bank applications. Such criteria shall be set forth from time to time in the rules and regulations governing Administration of the Sick Leave Bank.

D. Withdrawals from a sick leave bank shall be limited to employees who suffer a long term or catastrophic illness and have first exhausted their accumulated sick leave time. The maximum utilization of any employee shall be fifty (50) sick days. Whether or not an applicant's illness is deemed to be "catastrophic" or a "long term" illness shall be one of the matters to be determined by the Committee. The Committee may require a doctor's certificate for illness at the employee's expense and may otherwise inquire into the nature or gravity of the illness. Notwithstanding anything herein contained to the contrary, it is understood and agreed that it shall be the employee's responsibility to apply to the Sick Leave Bank for additional sick days.

E. The Committee shall determine the need for the replenishment of the bank, which shall be accomplished by a deduction from each employee's sick leave. A replenishment shall be made on September 1 of each contract year. Notwithstanding anything herein contained to the contrary, said sick leave bank shall contain, at all times, not less than one hundred (100) accumulated days.

SECTION 8 - PROFESSIONAL AND COMMUNITY AFFAIRS LEAVE

Employees may apply for leave with pay and reasonable expenses for professional and community affairs. Such requests must be approved by immediate supervisor and the Superintendent. Time and place of visit must be approved in advance. The decision whether or not to grant professional or community affairs leave is entirely within the discretion of the Superintendent. Those who make such visits shall submit a written report of their observations to the Administration.

ARTICLE 7

PENSION, HEALTH INSURANCE, MEDICAL EXAMINATION, DENTAL PLAN

SECTION 1 - RETIREMENT

The District shall continue to provide a non-contributory plan of the New York State Employee's Retirement System, Section 75-I, for all unit employees hired before July 1, 1976. All unit employees hired after July 1, 1976 shall be covered under the coordinated-escalator retirement plan in accordance with the rules and regulations of the Retirement System.

SECTION 2 - HEALTH INSURANCE

(A) The Board of Education shall pay on behalf of Bargaining Unit Members, during contract year 2007/2008, ninety-five (95%) percent of the premium for the Orange-Ulster Health Insurance Plan, as defined by the Trust.

Thereafter, and during contract years 2008/2009, 2009/2010 and commencing July 1, 2010, and thereafter until superseded by a Successor Collective Bargaining Agreement, the respective contributions of the Board of Education and Bargaining Unit Members for health insurance premiums shall be as follows:

<u>Contract Year</u>	<u>District Contribution Level</u>	<u>Bargaining Unit Contribution Level</u>
1. 2008/2009	92%	8%
2. 2009/2010	90%	10%
3. Effective 7/1/2010	88%	12%

The CSEA (Bargaining Unit Members) shall be entitled only to the benefits as defined and payable by the Orange-Ulster Health Insurance Plan Trust. The District makes no representation as to the level of benefits to be paid by the Plan.

A Health Benefit Eligible CSEA Employee (formerly referred to as a REGULAR CSEA EMPLOYEE), for the purpose of this Agreement, shall be defined as follows:

- A. An employee hired on or after July 1, 2007 and who works a specified work schedule consisting of not less than thirty-two (32) hours per week;
- B. An employee hired prior to July 1, 2007 that does not currently work a specified work schedule of thirty-two (32) hours per week and does not qualify for health benefits as of July 1, 2007 will be deemed eligible to qualify for health benefits when he, she or they work a specified work schedule consisting of not less than thirty - two (32) hours per week.

Notwithstanding the foregoing, all CSEA employees currently receiving health, dental and vision benefits pursuant to the provisions of the immediate predecessor Collective Bargaining Agreement (Article 7 - Section 2, Subsections A-F) shall nevertheless be entitled to maintain and continue his, her or their eligibility for such health, dental and/or vision benefits, provided however, that such employee shall substantially maintain his, her or their current levels of hours worked. The term "substantially maintain his, her or their current level of hours worked" shall be interpreted and defined to mean a continued specified work schedule consisting of not less than twenty (20) hours per week.

(B) Bargaining Unit Members otherwise eligible to avail themselves of District Health Insurance and who elect to drop such coverage in favor of alternate coverage shall, in consideration of such election, be entitled to receive twenty-five (25%) percent of the savings to the District resulting from the Bargaining Unit/Association Member electing to drop such coverage or \$2,500.00, whichever is less.

Contract year 2007/2008 shall be deemed a "transitional year" for the purpose of implementing this modification. To that end, it is understood and agreed that the cash payment to be

received by Bargaining Unit/Association Members shall be paid in one (1) lump sum payment which payment is to be made on or about December 7, 2007.

Thereafter, and commencing with contract year 2008/2009, the payment of the aforementioned benefit to the CSEA Employee shall be made in two (2) lump sum payments consistent and in accordance with Article 7, Section 2(C) as hereinafter set forth.

(C) Consistent with the predecessor Agreement and subject to the provisions of Subsection (D) as hereinafter set forth, the parties agree that dual health insurance coverage (separate coverage for a C.S.E.A. employee and his/her spouse who is also a C.S.E.A. employee and employed by the District) shall no longer be available and, subject to the provisions and benefits hereinafter set forth, such employee shall be entitled to the benefit of one (1) family health plan, only, as between themselves; it being the intention of the parties to eliminate the prior right of such employees to collectively receive the benefit of two (2) family health plans. Notwithstanding the foregoing, such C.S.E.A. employee shall be required to make a mandatory election to drop such second coverage and the parties agree that the benefits to be paid to such Bargaining Unit Member electing to drop such coverage shall be in accordance with the defined benefit as set forth in Section 2(B) of this Article as hereinbefore set forth and shall be paid to the C.S.E.A. employee in two (2) lump sum payments; one-half to be paid on December 1st of each year and one-half to be paid on June 1st of each year provided that the C.S.E.A. member is employed in the District for the entire contract school year. The election to drop such dual coverage shall be made not later than September 1st of each year or thirty (30) days prior to the commencement of the annual policy period, whichever is sooner. The cessation of employment during the school year shall result in such payment being adjusted on a pro rata basis. The District shall have the right to waive any notification deadlines.

The CSEA employee electing to drop coverage shall notify the District, as prescribed above, each year, on a form to be provided by the District, which shall contain a statement by the CSEA employee of such dual coverage and such employee shall attach evidence of same, including the other policy number. Such husband and wife employees shall, in writing to the District, designate which employee shall be considered the "covered employee" and which employee shall be designated as the "dependent."

The parties further agree that the "dependent" employee shall not be deprived of, and shall be entitled to his/her own insurance coverage (family or individual, whichever is applicable) in the event of the death of, divorce and/or separation from, the employee originally designated as the "covered employee."

Notwithstanding the foregoing, nothing contained herein regarding the mandatory nature of the deletion of dual health coverage shall apply where a C.S.E.A. employee's spouse has secured insurance coverage in another school district with any other public or private employer. In that case, the decision to drop such health insurance coverage shall be discretionary with the employee. In the event the C.S.E.A. employee should elect to drop his or her health coverage otherwise provided by the District, such employee shall be entitled to be compensated in accordance with the defined benefit as set forth in Section 2(B) of this Article as hereinbefore set forth.

In the event the District selects an alternate insurance program, then the Union shall have opportunity, prior to implementation, to review the plan to determine if it is equal or better than the plan presently in effect.

(D) Notwithstanding anything herein contained to the contrary, employees hired on or after July 1, 2002, whose spouses are employed by the District (and who are also hired on or after July 1, 2002) shall not

be entitled to the dual health insurance benefits hereinbefore set forth under Subsection 2(C) of this Article. In lieu thereof, such employees (employees and his/her spouse both hired on or after July 1, 2002), shall be entitled to the benefit of one (1) family health insurance plan, only, as between them; it being the intention of the parties hereto to eliminate any prior right of such employees to collectively receive the benefit of two (2) family health insurance plans. Such husband and wife employees shall, in writing to the District, designate which of the employees shall be considered the "covered employee" and the other designated "dependent".

The parties further agree that the "dependent" employee shall not be deprived of, and shall be entitled to his/her own insurance coverage (family or individual, whichever is applicable) in the event of the death of, divorce and/or separation from, the employee originally designated as the "covered employee".

SECTION 3 - MEDICAL EXAMINATIONS

A. Any medical examination required by the School District and conducted by the designated School Physician shall be paid for by the District. If an employee desires a different physician, the employee will be reimbursed in the amount of \$50.00 for such examination. If the School Doctor requires further medical testing, the cost of such testing shall be borne by the School District. The District will also pay for the unreimbursed portion of the physical examination that may be required incident to maintaining asbestos certification.

B. At the employee's option, all custodial, maintenance and bus mechanic employees shall be eligible, once every five years for a physical exam including x-rays. Such examination shall be at the School Board's expense.

C. The District agrees to and shall provide, upon request of the Union, any necessary preventative vaccinations to employees who are likely to contract any pathogenic viruses, which shall include hepatitis vaccinations.

SECTION 4 - DENTAL PLAN

The District shall pay the following amount towards the CSEA Employee Benefit Fund for the purposes of providing Equinox Family Dental Plan for regular employees as defined in Article 7, Section 2:

A. Effective 7/1/07, the sum of \$953.16 per contract year, per employee, for the period July 1, 2007 to June 30, 2008;

B. Effective July 1, 2008, the sum of \$1,005.60 per contract year, per employee, for the period July 1, 2008 to June 30, 2009;

C. Effective July 1, 2009, the sum of \$1,055.88 per contract year, per employee, for the period July 1, 2009 to June 30, 2010 and thereafter unless and until superceded by a Successor Collective Bargaining Agreement between the parties.

SECTION 5 - VISION PLAN

The District shall pay the following amounts towards the CSEA Employee Benefit Fund for the purpose of providing Platinum 12 Family Vision Plan per regular employees as defined in Article 7, Section 2 of the Agreement:

A. Effective July 1, 2007, the sum of \$246.00 per contract year, per employee, for the period July 1, 2007 to June 30, 2008;

B. Effective July 1, 2008, the sum of \$252.12 per contract year, per employee, for the period July 1, 2008 to June 30, 2009;

C. Effective July 1, 2009, the sum of \$269.76 per contract year, per employee, for the period July 1, 2009 to June 30, 2010, and thereafter unless and until superceded by a Successor Collective Bargaining Agreement between the parties.

SECTION 6 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

The District agrees to and shall pay the per employee charge, as required, pursuant to the provisions of the Orange-Ulster BOCES Health Insurance Plan or any successor insurance plan.

SECTION 7 - FLEXIBLE BENEFITS PLAN

The District agrees to offer the Members of the Union a Flexible Benefits Plan pursuant to Section 125 of the IRS regulations. Such Plan shall be administered by a third-party administrator who shall be jointly selected by the parties. Any "start-up" cost for the Plan shall be borne by the District. Administrative costs shall be shared equally by the District and the individual Union member participants.

ARTICLE 8

PROBATION AND TENURE

A. All employees hired in a non-competitive and labor class prior to December 1, 1994 shall be governed by a six (6) month probationary period.

B. All employees appointed to the non-competitive and labor classes on or after December 1, 1994, shall be governed by a twelve (12) month probationary period.

C. Employees appointed to the non-competitive and labor classes, after the expiration of their probationary period, shall be accorded the same rights that competitive employees receive under and pursuant to the disciplinary procedure set forth under Article 12 of this Agreement as it relates to removal and/or suspension.

ARTICLE 9

NON-TEACHING VACANCY

Any staff member interested in being considered for another vacancy in the School District shall make his desires known to the Superintendent of Schools, in writing, as soon as possible and may be considered for a vacancy for which he is qualified.

ARTICLE 10

RECIPROCAL RIGHTS/EMPLOYEE EVALUATIONS

SECTION 1

The employer recognizes the right of the employee to designate representatives of the Civil Service Employees Association, Inc. to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract and to visit employees during working hours upon approval of the Administration. Such employee representatives shall also be permitted to appear at public hearings before the Board of the Port Jervis School District upon the request of the employees.

SECTION 2

The Port Jervis School District Unit of the Orange County Local, CSEA, Inc., shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Superintendent of Schools or his designee. The Officers and Agents of the Orange County Local, CSEA, Inc. should have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract upon approval of the Administration.

SECTION 3 - EMPLOYEE EVALUATION

Performance evaluations shall be conducted not less than once per year by the employee's immediate supervisor and shall require the employee to be given the opportunity to review and sign the written evaluation before it is placed in the employee's file.

ARTICLE 11

JOINT LABOR/MANAGEMENT COMMITTEE

A joint labor-management committee shall be formed, composed of an equal number of representatives of the Administration and the Union, not to exceed three (3) persons from either side, to discuss problems involving the administration and implementation of this Agreement. Meetings shall be held by mutual consent.

ARTICLE 12

BUS DRIVERS/BUS MONITORS ASSIGNMENTS

SECTION 1 - SELECTION AND ASSIGNMENTS

Prior to the start of the school year, a list will be posted containing the approximate area and time allowed for each scheduled run. These runs (including mid-day runs) will be selected by qualified drivers for the school year, in order of seniority, and such list to remain posted with changes added.

A. If, for any reason, other than illness or just cause, one of these regularly scheduled runs becomes open during the school year due to the inability of a driver/monitor to meet his or her driving/monitoring obligations, then, in that event, the run shall be assigned to the next unassigned driver/monitor in order of seniority. It is understood that an unassigned driver/monitor is a member of the bargaining unit who does not have a conflicting contract run and whose contract qualifications allow him/her to take such assignment.

However, in the case of the Special Education runs, the District may determine that a driver is not qualified for such run and may then assign the run to the next qualified driver, desiring same, in order of seniority. If a driver, who is disqualified under this provision, objects to the District's determination, the issue will be submitted for a final and binding decision to a committee composed of the following three individuals:

1. A representative designated by the Union;
2. A representative designated by the District; and
3. The School Physician.

B. The District shall assign, at the discretion of the Director of Transportation or his/her designee, a trained and qualified bus monitor to any extra-curricular or field trip runs which require the use of special equipment, specifically a wheelchair lift.

C. All assigned bus runs, including K-Runs, late buses, band runs, and therapy runs, shall be considered as work time to which sick leave accrual and sick leave use applies, provided however that such run is actually undertaken on the date or dates to which the sick leave is sought to be applied.

SECTION 2 - EXTRA CURRICULAR TRIPS

A. A list of qualified drivers who elect to take extra trips will be posted, in order of seniority, in the Bus Driver Room. A record of each trip and date and time involved will be kept. If a driver is unavailable for or refuses a trip he/she shall be skipped over and shall not be canvassed again until his/her name comes up in rotation provided he/she is given at least three (3) days notice. Notwithstanding the foregoing, the Union specifically reserves the right unto itself, upon prior consultation with the District, to alter, amend or modify the procedure for the distribution and selection of extracurricular bus runs.

All employees, regardless of date of hire, shall be deemed "unavailable" for purpose of selecting an extracurricular bus run, where he, she or they have incurred a prior contractual commitment to the District. For the purpose of this provision a prior contractual commitment to the District shall be deemed to include a bus driver's existing and regular bus run.

B. If a scheduled extra trip is canceled without prior notice on a non-school day, the driver will be compensated for two hours pay if he reports for work. On a school day, one hour's pay will be granted under the same conditions or the driver will be compensated for any time lost from his regularly scheduled run,

provided the same conditions apply.

C. Bus drivers will be compensated for overnight bus runs at \$125.00 per day plus lodging and meals; such meals, not otherwise provided by the District, to be reimbursed at the applicable IRS reimbursement rate.

SECTION 3 - BUS RUN TIME ADJUSTMENTS

The District shall have the express prerogative to make bus run time adjustments during each school year, which may increase or decrease the total run times.

SECTION 4 - VEHICLE MAINTENANCE

Drivers and Substitute Drivers shall care for the inside and outside of their vehicles and accordingly, vehicles will be swept no less than daily and washed no less than as determined to be necessary by the Director of Transportation. Cleaning Supplies for maintenance of buses shall be made available, at the cost and expense of the District, to each driver and/or substitute driver. To facilitate the foregoing, all drivers shall have a pre-trip preparation period of fifteen (15) minutes for each run.

SECTION 5 - SUMMER RUNS

Summer assignments shall be selected by seniority. Assignments must be fully completed by the employee. Any employee not completing runs will not be eligible to select an assignment for the following summer.

ARTICLE 13

POSTING PROCEDURE

The District shall post all job vacancies within the unit, indicating title, salary and qualifications as well as the number of such positions open in the District.

A. The District shall allow ten days for interested employees to file for an open position.

B. Unless circumstances do not permit, positions shall be filled as follows:

In the case of competitive positions, it shall be in accordance with existing Civil Service Regulations. In the case of non competitive positions, it shall be the applicant who in the judgment of the District is most qualified to perform the necessary services. Seniority shall be considered as a factor in the District's decision.

ARTICLE 14

OUT-OF-TITLE WORK

All employees explicitly assigned and required to perform the duties of a higher classification with a higher rate of compensation shall be paid at the higher rate of pay for all hours worked in such higher classification.

ARTICLE 15

LAYOFF

(A) In the event of a layoff concerning a competitive position, the District shall adhere to the legal requirements established by the Civil Service Law and Regulations. In the event of a layoff concerning a non-competitive position, the District will attempt to layoff in reverse order of seniority (least senior first, etc.) provided, however, that the District reserves the right, and the CSEA acknowledges same, to depart from the order of seniority in order to ensure that the remaining employees are fully qualified to perform the required services. The District's judgment in this regard shall be final.

(B) In the event of a layoff, the employee will be entitled to have sick leave and seniority frozen at the point of the layoff. There shall be no accrual of any sick leave, seniority or other benefits by the employee during the period of such layoff or interrupted service. Upon the employee being rehired, such benefits will be restored to the level existing at the time of the layoff.

(C) In the event initial budgetary constraints require a reduction in labor force, the Union and District agree to negotiate the impact of such reduction in labor force. The requirement for Impact Bargaining shall not apply to the reduction of positions due to attrition by reason of resignation, retirement or removal through the disciplinary procedure.

(D) Notwithstanding the above, inasmuch as the District has the sole authority and discretion to construct the District budget, the requirement for impact bargaining as set forth in subparagraph (C) shall not apply in any year in which the Port Jervis City School District suffers a budget defeat in its initial budget presented to the public.

ARTICLE 16

JURY DUTY

On proof of the necessity of jury service or appearance, as a witness pursuant to subpoenas or other order of the Court, an employee shall be granted a leave of absence with pay with no charge against leave. This does not apply to any absence by an employee if he/she is a party to the action. Such leaves shall be approved by the Superintendent. Any fees received for jury duty or court duty will be remitted to the District. Mileage and meal fees are retained by the employee.

ARTICLE 17

GRIEVANCE PROCEDURE

The Grievance Procedure of the School District shall be as listed in Appendix "B" attached.

ARTICLE 18

DELAYED SCHOOL OPENINGS

The District will attempt to notify each driver by radio or telephone of a delayed opening 45 minutes prior to the driver's established reporting time. The radio announcement is deemed to be presumptive proof of the time that the drivers are so notified. If a driver does not receive such notification and reports to work and there is a delayed opening such a driver will receive an additional two (2) hours' pay at their regular hourly rate of pay.

ARTICLE 19

COMPATIBILITY WITH LAW

SECTION 1 - SAVINGS CLAUSE

A. In the event any provision of this Agreement is held in violation of the law, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.

B. If a determination or decision is made as per the above paragraph of this Article, the parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement, both in nature and kind, for such Article or part thereof.

SECTION 2 - MANDATED PROVISION OF THE LAW

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

ARTICLE 20

MANAGEMENT RIGHTS AND DURATION

SECTION 1 - MANAGEMENT RIGHTS AND AMENDMENT

The District retains all rights and prerogatives not specifically relinquished by the provisions of this Agreement. In addition, the District shall have the right to adopt any rules and/or regulations and/or policies provided these rules, regulations and policies do not conflict with specific provisions of this Agreement.

The District agrees not to unilaterally alter any “term or condition of employment” during the life of this Agreement.

SECTION 2 - ASSOCIATION RIGHTS

The President of the Civil Service Employees Association shall be granted up to five (5) days for each school year for the purpose of conducting Union/Association business. The President of the Union shall not suffer a loss of pay for conducting his or her duties as Association/Union President. Notwithstanding the foregoing, the Union/Association agrees to and shall pay to the District the actual cost of hiring a substitute employee to fulfill the President's duties during his or her period of absence. The granting of such day or days for Union business shall be processed under and pursuant to the current "Request for Personal Leave Business" form and consistent with the notification procedures pertaining thereto.

ARTICLE 21

EMPLOYEE PERSONNEL FILE

SECTION 1 - COMPLAINT PROCEDURE

There shall only be one official employee personnel file, which shall be retained at the District Business Office. Employees may review their personnel file upon request. The District shall not unduly delay granting such requests. Employees will be given copies of any entries made to their personnel file, that may have an adverse impact on them, at the same time those entries are made to their personnel file. They shall also have the right to rebut any adverse entry to their file. A written complaint not placed in their personnel file shall not be used against the CSEA Member in any subsequent disciplinary proceeding.

ARTICLE 22

DISCIPLINARY PROCEDURE

SECTION 1 - APPLICABILITY

Effective July 1, 1992 the following disciplinary procedure is applicable to all employees in the bargaining unit and is meant to replace Sections 75 and 76 of the Civil Service Law and will be used exclusively in lieu thereof.

SECTION 2 - CAUSE

An employee shall not be subjected to any disciplinary action except for incompetency, misconduct or insubordination.

SECTION 3 - CONTENTS OF NOTICE OF DISCIPLINE

The Notice of Discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.

SECTION 4 - SERVICE OF NOTICE OF DISCIPLINE

Service of the Notice of Discipline on the employee shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, service shall be made by registered or certified mail, return receipt requested. A copy of the Notice of Discipline will be served simultaneously on the CSEA Unit President and CSEA, Inc., (at the appropriate CSEA regional office located at Region 3 office address) by registered or certified mail. The time limits for presenting a grievance as defined in this article will commence at the time of receipt of the Notice of Discipline by the employee.

SECTION 5 - PROCEDURE

Upon receipt of the charges, employee shall have fourteen calendar days to file a disciplinary grievance. Such grievance shall be filed with the appointing authority. The filing of such a grievance shall be considered to be a demand for a neutral hearing officer.

SECTION 6 - SUSPENSION

An employee may be suspended, with or without pay, prior to the resolution of the Notice of Discipline only if the employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. The disciplinary hearing officer shall have the authority to determine whether there was probable cause for such a suspension. An employee may only be suspended for a maximum of thirty (30) calendar days without pay, except in instances where the District initiates a disciplinary proceeding for "unauthorized leaves of absence" from work pursuant to Article 6 - Section 1(A) in which instance the employee may be suspended without pay during the pendency of the disciplinary proceeding."

SECTION 7 - PRE-HEARING CONFERENCE

Within seven (7) days of the filing of a grievance, and in advance of any disciplinary hearing, the employee, and his/her Union Representative and/or attorney shall be entitled to a meeting with the employer representative to discuss, on an informal basis, that the employee or employer's position on the charges and the appropriateness of the proposed penalty. Any decision reached by the employer as a result of the pre-hearing conference must be set forth in writing, within three days by certified or registered mail, return receipt or personal service. If there is no response within three (3) days, the Union, in its sole discretion, will thereafter be vested with the authority to determine whether to proceed to the Hearing Officer Stage, and the Union, if it so elects, shall thereafter notify PERB to request that a neutral hearing officer be appointed and a hearing date set. If the disciplinary issue is unresolved as a result of the pre-hearing conference, the employer shall notify PERB and request that a neutral hearing officer be appointed and a hearing date set.

SECTION 8 - EMPLOYEE RIGHTS

- A. An employee shall be entitled to be represented by CSEA or an attorney of his/her choosing at each step of the procedure.
- B. No employee shall be required to submit to an interrogation by the supervisor or department head

if the information sought is to be used against the employee in a disciplinary proceeding or after a Notice of Discipline has been served on such employee or after the employee's resignation has been requested, unless the employee is notified in advance that he/she has the right to have CSEA representation during such proceeding.

C. No employee shall be requested to sign any statement regarding his incompetence, and/or insubordination, and/or misconduct, unless the employee is offered the right to have CSEA representation.

SECTION 9 - DISCIPLINE HEARING

The disciplinary hearing will be held within thirty days after the selection of the neutral hearing officer. A decision will be rendered within seven (7) calendar days of the close of the hearing or within seven (7) calendar days after receipt of the transcripts, if either party elects a transcript as provided in this Article, or within any other period of time as may be mutually agreed to by CSEA and the employer.

The hearing officer shall render a decision as to guilt or innocence and the appropriateness of the proposed penalty and shall have the authority to resolve a claimed failure to follow the procedural provisions of this Article, including, but not limited to, the timeliness of the filing of the disciplinary grievance, and whether the Notice of Discipline was properly served in accordance with the provisions of this Article. Where the neutral hearing officer finds the proposed penalty to be improper, he/she may impose whatever penalty he/she deems appropriate but in no case shall he/she impose a penalty more severe than that sought by the employer. The disciplinary hearing officer shall neither add to, subtract from or modify the provisions of this Agreement. The disciplinary hearing officer's decision with respect to the above, shall be final and binding upon the parties.

SECTION 10 - DEFINITIONS

All references to Disciplinary Hearing Officer shall mean a neutral hearing officer selected by mutual agreement or by PERB Rules of Procedure 207.7.

ARTICLE 23

RETIREMENT INCENTIVE PROGRAM

A. There shall be an early retirement incentive program for members of the Collective Bargaining Unit retiring under the provisions of the New York State Civil Service Retirement System.

B. In order to be eligible to receive the early retirement allowance, an employee must satisfy and have fulfilled the following criteria:

(1) The members of the Bargaining Unit shall have served a minimum of ten (10) consecutive years in the Port Jervis School District immediately prior to such retirement.

(2) The members of the Bargaining unit must notify the Superintendent, in writing, of the decision to retire at least ninety (90) days prior to the effective date of such retirement. The ninety day notification provision may be waived by the Superintendent or the Board of Education for good cause shown.

(3) Payments will be subject to normal legal deductions. The retiring employee shall be given the option of receiving the one time retirement incentive payment in the calendar year in which he or

she retires or in the first pay period of the next succeeding calendar year. Notification of such election shall be delivered to the Superintendent, in writing, prior to the effective date of such employee's retirement.

(4) The retirement incentive hereinafter set forth, shall be a one time retirement incentive bonus, which will be paid in one lump sum payment, the amount of which shall be calculated as follows: (a) the starting hourly rate in the employee's particular title shall be subtracted from the employee's hourly rate at the time of his or her retirement. This difference shall thereafter be multiplied by the number of actual hours paid (exclusive of overtime work) in the twelve (12) month period immediately preceding the effective date of such employee's retirement. In the case of cafeteria personnel, the term "actual hours paid in the twelve (12) month period immediately preceding the effective date of retirement" shall be interpreted to mean the highest number of hours worked in any twelve (12) month period (measured from the effective date of retirement) over the previous thirty-six (36) months. By way of example, if a cafeteria employee's retirement date is June 10, 2008, then the twelve (12) month measurement intervals are July 1, 2005 through June 30, 2006, July 1, 2006 through June 30, 2007 and July 1, 2007 through June 30, 2008.

(5) It is understood and agreed that the retirement incentive provisions hereinbefore set forth shall expire and cease as of June 30, 2010 and shall not be extended to subsequent years unless negotiated and incorporated in a Successor Agreement.

ARTICLE 24

DRUG TESTING POLICY

The parties agree that the Alcohol and Drug Testing Procedures as more particularly set forth in Appendix "E" of this Agreement initiated in conformity with the Federal Highway Administration Regulations (49 CFR Parts 382, 383, 391, 392 and 395 as now in effect or as hereinafter amended), and formerly applicable to bus drivers and transportation personnel, only, shall now be equally applicable to all Bargaining Unit Members and all provisions of this Collective Bargaining Agreement shall be construed so as to effectuate that intent.

ARTICLE 25

COMPLETE UNDERSTANDING OF THE PARTIES

The parties mutually represent, warrant and covenant that this Agreement, and this Agreement alone, constitutes and contains the entire understanding of the parties and that there are no representations, warranties, covenants, promises or past practices (express or implied) being relied upon by either party other than those expressly set forth herein. All prior agreements, precedents and past practices, between the parties, not expressly set forth in this Agreement shall be deemed revoked and of no further effect. Any alleged ambiguity in the expressed language contained in this contract shall be construed against the party asserting the benefit of such questioned or ambiguous provision.

ARTICLE 26

DURATION

The term of this Agreement shall be for a period of three (3) years and such term shall be deemed to commence on July 1, 2007 and terminate on June 30, 2010. Notwithstanding the execution date of this

Agreement, the provisions of each section of this Agreement shall be retroactive, where applicable to July 1, 2007, and continue in full force and effect until June 30, 2010.

The parties hereunto set their HANDS AND SEALS this 28th day of July, 2008.

BOARD OF EDUCATION OF THE
CITY SCHOOL DISTRICT OF THE
CITY OF PORT JERVIS, NEW YORK

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC., LOCAL 1000
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, THE RECOGNIZED UNION BY
PORT JERVIS SCHOOL DISTRICT UNIT,
ORANGE COUNTY LOCAL 836

By: Michael Bello
Michael Bello, President

By: Betty Lou Kranz
Betty Lou Kranz, President

Date: 7/28/08

Date: 7/28/08

By: John P. Xanthis
John P. Xanthis, Superintendent

By: Jeffrey Dohens
Jeffrey Dohens, CSEA Collective Bargaining
Specialist

Date: 7/28/08

Date: 7/24/08



APPENDIX "A"
PORT JERVIS PUBLIC SCHOOLS
REQUEST FOR PERSONAL BUSINESS LEAVE
(For All Non-Teaching Staff)

Name _____ School _____

Date of Filing Request _____

Requests for personal business days must be made in writing enough in advance so that the Superintendent will have at least one (1) school day prior to the date of the requested leave except in cases of emergency. Requests for personal business leave immediately before or immediately following a vacation period will not be honored, except in extenuating circumstances. (Personal business leave will be deducted from the staff member's annual sick leave allowance). Personal business leave must always conform to the need for the proper operation of the school's program. The principal's or supervisor's judgment of the effect of such leave on the program of his or her school will be most important in the determination to grant or not to grant it.

Three (3) days of the staff member's annual sick leave may be used for personal business days under same conditions as outlined in official policy statement. The nature of an absence classified as personal business need not be disclosed by the staff member.

I hereby request personal business leave on _____

Signed: _____
 Staff Member

IMMEDIATE SUPERVISOR'S AND/OR PRINCIPAL'S RECOMMENDATION

In my judgment, the above request should _____ should not _____ be approved for the following reasons: _____

Signed: _____
 Principal or Supervisor

SUPERINTENDENT'S DECISION

SUMMARY OF PERSONAL LEAVE AVAILABLE

Total Allowed _____

Number of Personal Leave days available after approval/denial of request _____

Request is approved _____ disapproved _____.

Signed: _____
Superintendent of Schools

(Original to bookkeeping, yellow to supervisor, pink to employee)

APPENDIX "B"

BINDING ARBITRATION - GRIEVANCE PROCEDURE

A. Declaration of Philosophy

In order to establish a more harmonious and cooperative relationship between the employees of this bargaining unit and the Port Jervis City School District (the "District"), it is hereby declared to be the purpose of these procedures to provide a means for the orderly settlement of differences, to promptly and fairly adjudicate grievances and claims, as they may arise and to ensure the equitable and proper treatment of employees pursuant to this Agreement. The resolution of grievances at the earliest possible stage, together with the final and complete adjudication of all grievances arising out of or in anyway connected with this Agreement, shall be the goal of this grievance procedure.

B. Definition

- (1) Grievant: Grievant shall be defined as any employee who files a grievance in accordance with the procedures set forth herein. The term "Grievant" may, where applicable, include the Association.
- (2) Grievance: A Grievance shall be construed, in all cases, as a grievance subject to binding arbitration and shall be subject to all procedures and provisions as set forth herein and shall mean a dispute over the interpretation, inequitable application, misapplication, or alleged violation of the terms of this Agreement.
- (3) Employee: An Employee shall mean a member of the Association (CSEA) who is employed by the District.

- (4) Chief Administrator: the term “Chief Administrator” shall mean the Superintendent of the Port Jervis City School District.
- (5) Association: the term “Association” shall mean the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County & Municipal Employees, AFL-CIO, the recognized Union by the Port Jervis City School District Unit, Orange County Local 836.
- (6) Days: the term “days” shall be construed to mean calendar days, regardless of whether school is in session.
- (7) Agreement: the term “Agreement” shall be deemed in all cases to mean the Collective Bargaining Agreement entered into by and between Port Jervis City School District (the “District”) and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County & Municipal Employees, AFL-CIO, the recognized Union by the Port Jervis School District Unit, Orange County Local 836 (the “Association”).
- (8) Timely Grievance: the term “timely grievance” shall be construed, in all events, to mean a grievance filed in accordance with the procedures set forth herein within forty-five (45) days of the accrual of the claim or claims forming the subject of the grievance. The term “accrual of the claim or claims forming the subject of the grievance” shall be interpreted to mean the date or dates when the facts or events giving rise to the claim occurred, or, in the event such date, dates, facts or events giving rise to such claim were not readily discoverable then, in that event, when such facts or events became known or should have reasonably become known by the exercise of due diligence.

C. Basic Principles

- (1) In the event that the time limits hereinafter set forth for the completion of Stages One, Two and Three of this grievance procedure are such that these procedures may not be reasonably completed by the conclusion of the school year, then, in that event, and upon mutual agreement between the District and the Association, such time limits may be reduced so that the grievance procedure may be completed prior to the end of the school year or immediately thereafter.
- (2) The Chief Administrator or his designee shall notify the President of the Association, in writing, at Stage Two, that a grievance is being processed and, where applicable, the disposition and/or decision relating to same.
- (3) All hearings shall be and remain confidential.
- (4) Each party to a grievance shall have access to all relevant and written statements and records pertaining to the grievance, as well as the names of all potential witnesses intended to be called for the purpose of providing relevant testimony, provided such written records and/or testimony are not deemed, as a matter of law, to be confidential and/or privileged in nature and not subject to disclosure.
- (5) The Association shall be entitled to enter a grievance in its own name at the step most appropriate to immediate resolution.
- (6) The function of these procedures is to assure equitable and proper treatment under the terms of the Agreement. The procedures set forth herein shall not be used to alter, change or modify the substantive provisions of this Agreement.
- (7) Failure of the District to respond or render a decision within the time limits set forth herein shall be deemed a denial of the grievance and shall permit the Association to lodge an appeal to the next stage of the grievance procedure as if a decision had been rendered by the District on the last possible day.

- (8) Subject to the limitations regarding eligibility to proceed to a State Four grievance as hereinafter set forth, an employee shall have the right to appear on his and/her own behalf or be represented by an Association representative of his/her own choosing at each stage of the procedure. An Association representative shall have the right to be present at every stage of the procedure and present written statements or other evidentiary material on behalf of the employee or the Association. Notwithstanding the foregoing, the Association reserves the right at the conclusion of Stage Three (the "Board Stage") to withdraw from the grievance where the Association determines, in its sole and absolute discretion, that the substance of the grievance is not of sufficient merit to warrant proceeding to Stage Four (the "Arbitrator Stage").
- (9) Absent good cause shown, the failure to introduce all relevant evidence and/or testimony in its possession (by either party), at the earliest possible stage in the grievance procedure, shall preclude either the District and/or the Association, whichever the case may be, from introducing such evidence at a subsequent stage of the grievance procedure or before the duly appointed arbitrator at the arbitration hearing.
- (10) When a grievance alleges a violation of the Contract based on a dispute as to the meaning, intent or interpretation of any article of the Contract, in the event such a grievance is arbitrated, the meaning, intent and interpretation of the Article in dispute will be deemed settled by the decision of the arbitrator. No subsequent grievances based on an alleged violation of that contract article, and based on the same or similar facts, will be permitted until the contract article, originally in dispute, is changed during future negotiations.

D. Form and Content of Grievance

In accordance with the provisions hereinafter set forth, such grievance shall be reduced to writing and shall, in all respects, conform with the requirements hereinafter set forth.

Such grievance shall contain a concise statement of the fact or facts upon which the grievance is based together with the date or dates on which the alleged grievance arose and the facts giving rise to the grievance. In addition, the grievant shall specify the provisions (by article and section) of the Collective Bargaining Agreement alleged to have been violated and the manner in which the provisions were violated.

The grievant shall further specify the remedy or remedies sought.

Failure to comply with the content requirements set forth herein shall render the grievance insufficient and subject to dismissal on that basis. Dismissal and/or denial of the grievance on that basis shall have the legal effect, as between the parties, as if the grievance had never been filed in the first instance.

Notwithstanding the foregoing, nothing contained herein shall prohibit or preclude the grievant from refileing a grievance in conformity with the content requirement set forth herein, provided the original filing deadlines have not expired.

E. Procedures

Stage One (Informal)

The aggrieved employee shall orally present his or her grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved employee. If such grievance is not

satisfactorily resolved at this informal stage, then the aggrieved employee shall reduce his or her grievance to writing. The grievance shall conform, in all respects, with the requirements hereinbefore set forth in Subsection D of this Grievance Procedure.

The employee shall present and file his/her grievance, as hereinafter set forth, in accordance with the time requirements hereinbefore set forth in Section B(8) of this Grievance Procedure.

Stage Two (Superintendent-Formal)

If the grievance is not resolved at Stage One, the employee shall file his or her grievance, in writing, with the Chief Administrator of the District within the time limits hereinbefore set forth in Section B(8) of this Grievance Procedure. The grievance shall be deemed "filed" upon the formal filing of the grievance with the Office of the Chief Administrator of the District. Said grievance form shall be filed in duplicate, the original of which shall be retained by the District and a copy thereof "date-stamped" and returned to the grievant. The Chief Administrator and/or his or her designee shall within ten (10) days of his or her receipt of said written grievance render a determination thereof and where, applicable, conduct a hearing and take testimony relative to grievance under consideration. The Chief Administrator shall thereafter submit to the employee and the Association his or her decision, in writing, within five (5) days of the review of the grievance, conference or hearing, but in no event later than twenty (20) days after receipt of the written grievance. If the grievance is not satisfactorily resolved at this stage, the Association or the employee, may proceed, at its, his or her discretion to the next grievance stage.

Stage Three (Board Stage)

In the event the grievance is not resolved at the Stage Two level, the employee may, within ten (10) school days of the final determination by the Chief Administrator, file a written request to the Board of Education for review and determination. Such written request shall be addressed to the President of the Board of Education and, in addition, a copy of said written request shall be served upon the Chief Administrator of the District. Thereafter, the Chief Administrator shall deliver or cause to be delivered to the Board of Education all written statements, exhibits and evidentiary material presented to the District at Stage One and Two of the grievance procedure. Thereafter, the Board of Education shall conduct a hearing within fifteen (15) days of its receipt of the grievance demand for review and determination.

The grievant shall introduce, at the hearing, all documentary evidence relevant to the grievant's claim together with the presentment of all witnesses having actual knowledge of the facts and circumstances relating to the grievance. Consistent with the basic principles of this grievance procedure, the failure of the grievant to produce or introduce any documentary evidence or testimony at the Board stage shall serve as an evidentiary preclusion to the introduction of such documentary evidence or witness testimony at the subsequent Stage Four-Arbitrator Stage. The Board of Education shall render its decision, and reduce the same to writing, within ten (10) days from the date of the hearing and shall thereafter serve a copy of its decision upon the grievant.

Stage Four (Arbitration-Formal)

If the Board of Education's decision at Stage Three is not satisfactory, the Association, and only the Association, may within thirty (30) days of written determination by the Board of Education submit the matter to arbitration, in accordance with the voluntary arbitration rules of the American Arbitration Association (AAA). The filing of a Demand for Arbitration shall be deemed submission of the matter to

arbitration. The Arbitrator's hearing shall be held in the District. The Arbitrator shall hear and decide the grievance and in particular the issues presented by the Association, which issues shall conform in all respects to the issues presented and decided by the Board of Education at the Stage Three level. The Arbitrator shall, in no event, have the power to modify the issue or issues presented nor shall the Arbitrator have the power to alter or modify the substantive provisions of this Agreement. The decision and award of the Arbitrator shall be final and binding upon the parties, except to the extent that they may be modified pursuant to the provisions of Article 75 of the CPLR. All fees and costs of the arbitration, and the Arbitrator, shall be equally shared between the Association and the District.

APPENDIX "C"

NON-TEACHING VACATION SCHEDULE INFORMATION

*NOTE: The vacation schedule, as per Article 5 will be used to determine the earned vacation days based on an employee's year completed.

Column A

Column B

Employed less than six (6) months

Pro-rated day when applicable 1st, 7th and 15th
year if employment (to be added to weeks employed)

(12 month employees)

PRO-RATED VACATION DAYS

EMPLOYMENT DATE

January	5
February	4
March	3
April	2
May	1
June	0

EMPLOYMENT DATE

July-August	5
Sept. - Oct.	4
Nov. - Dec.	3
Jan. - Feb.	2
March-April	1
May - June	0

An employee is entitled to use earned accrued vacation time the fiscal year following employment.

APPENDIX "D"

The Salary Schedules Attached Hereto and Made Part Hereof are
Collectively Designated as Appendix "D".

Port Jervis City School District
 CSEA Negotiations
 Schedules
 12/7/07

Food Service Helper	07-08	08-09 ✓	09-10
1	12.75	13.19	13.72
2	13.13	13.59	14.13
3	13.52	14.00	14.55
4	13.93	14.41	14.99
5	14.35	14.85	15.44
6	14.78	15.29	15.90
7	15.22	15.75	16.38
8	15.68	16.22	16.87
9	16.15	16.71	17.38
10	16.63	17.21	17.90
11	17.13	17.73	18.44
12	17.64	18.26	18.99
13	18.17	18.81	19.56

Cook/Manager			
1	16.81	17.40	18.09
2	17.31	17.92	18.64
3	17.83	18.46	19.20
4	18.37	19.01	19.77
5	18.92	19.58	20.36
6	19.49	20.17	20.98
7	20.07	20.77	21.61
8	20.67	21.40	22.25
9	21.29	22.04	22.92
10	21.93	22.70	23.61
11	22.59	23.38	24.32
12	23.27	24.08	25.05
13	23.97	24.81	25.80

Sr. Food Service Helper		SCHOOL LUNCHCOOK	
1	13.63	14.11	14.67
2	14.04	14.53	15.11
3	14.46	14.97	15.56
4	14.89	15.41	16.03
5	15.34	15.88	16.51
6	15.80	16.35	17.01
7	16.27	16.84	17.52
8	16.76	17.35	18.04
9	17.27	17.87	18.58
10	17.78	18.41	19.14
11	18.32	18.96	19.72
12	18.87	19.53	20.31
13	19.43	20.11	20.92

Teacher Aid	07-08	08-09	09-10
1	12.82	13.27	13.80
2	13.21	13.67	14.21
3	13.60	14.08	14.64
4	14.01	14.50	15.08
5	14.43	14.93	15.53
6	14.86	15.38	16.00
7	15.31	15.84	16.48
8	15.77	16.32	16.97
9	16.24	16.81	17.48
10	16.73	17.31	18.01
11	17.23	17.83	18.55
12	17.75	18.37	19.10
13	18.28	18.92	19.68

School Monitor			
1	12.71	13.15	13.68
2	13.09	13.55	14.09
3	13.48	13.96	14.51
4	13.89	14.37	14.95
5	14.31	14.81	15.40
6	14.73	15.25	15.86
7	15.18	15.71	16.34
8	15.63	16.18	16.83
9	16.10	16.66	17.33
10	16.58	17.16	17.85
11	17.08	17.68	18.39
12	17.59	18.21	18.94
13	18.12	18.76	19.51

13+

Port Jervis City School District
CSEA Negotiations
5/15/08

Revised due to Step 13 for 2 Tas not being 3.5%

Teacher Asst	07-08	08-09	09-10
1	14.60	15.12	15.72
2	15.04	15.57	16.19
3	15.49	16.04	16.68
4	15.96	16.52	17.18
5	16.44	17.01	17.69
6	16.93	17.52	18.22
7	17.44	18.05	18.77
8	17.96	18.59	19.33
9	18.50	19.15	19.91
10	19.06	19.72	20.51
11	19.63	20.31	21.13
12	20.22	20.92	21.76
13	20.82	21.55	22.41

file to Bob O
copy to
Nancy L

Licensed Practical Nurse (LPN)

	07-08	08-09	09-10
1	17.25	17.85	18.57
2	17.77	18.39	19.12
3	18.30	18.94	19.70
4	18.85	19.51	20.29
5	19.42	20.09	20.90
6	20.00	20.70	21.53
7	20.60	21.32	22.17
8	21.22	21.96	22.84
9	21.85	22.62	23.52
10	22.51	23.30	24.23
11	23.18	23.99	24.95
12	23.88	24.71	25.70
13	24.59	25.46	26.47

RECEIVED

MAR 03 2008

PERSONNEL DEPT.

DRAFT

Computer Technician

Food Service Director

		3.50%	3.50%	4%			3.50%	3.50%	4%
	06-07	07-08	08-09	09-10		06-07	07-08	08-09	09-10
Step 1	\$55,604	\$57,550	\$59,564	\$61,947	Step 1	\$55,604	\$57,550	\$59,564	\$61,947
Step 2	\$57,271	\$59,275	\$61,350	\$63,804	Step 2	\$57,271	\$59,275	\$61,350	\$63,804
Step 3	\$58,739	\$60,795	\$62,923	\$65,440	Step 3	\$58,739	\$60,795	\$62,923	\$65,440
Step 4	\$60,245	\$62,354	\$64,536	\$67,117	Step 4	\$60,245	\$62,354	\$64,536	\$67,117
Step 5	\$61,790	\$63,953	\$66,191	\$68,839	Step 5	\$61,790	\$63,953	\$66,191	\$68,839
Step 6	\$63,335	\$65,552	\$67,846	\$70,560	Step 6	\$63,375	\$65,593	\$67,889	\$70,604
Step 7	\$64,900	\$67,275	\$69,630	\$72,415	Step 7	\$65,000	\$67,275	\$69,630	\$72,415
Step 8	\$66,625	\$69,050	\$71,370	\$74,225	Step 8	\$66,625	\$69,050	\$71,370	\$74,225
Step 9	\$68,291	\$70,681	\$73,060	\$76,081	Step 9	\$68,291	\$70,681	\$73,155	\$76,081
Step 10	\$69,997	\$72,447	\$74,983	\$77,982	Step 10	\$69,997	\$72,447	\$74,983	\$77,982
Step 11	\$71,748	\$74,259	\$76,858	\$79,933	Step 11	\$71,748	\$74,259	\$76,858	\$79,933
Step 12	\$73,542	\$76,116	\$78,780	\$81,931	Step 12	\$73,542	\$76,116	\$78,780	\$81,931
Step 13	\$75,380	\$78,018	\$80,749	\$83,979	Step 13	\$75,380	\$78,018	\$80,749	\$83,979

Port Jervis City School District
 CSEA Negotiations
 Schedules
 11/27/07

Auto Mechanic ✓

	07-08	08-09	09-10
1	17.60	18.22	18.95
2	18.13	18.77	19.52
3	18.68	19.33	20.10
4	19.24	19.91	20.71
5	19.81	20.51	21.33
6	20.41	21.12	21.97
7	21.02	21.76	22.63
8	21.65	22.41	23.30
9	22.30	23.08	24.00
10	22.97	23.77	24.72
11	23.66	24.49	25.47
12	24.37	25.22	26.23
13	25.10	25.98	27.02

Bus Monitor ✓

	07-08	08-09	09-10
1	12.71	13.15	13.68
2	13.09	13.54	14.09
3	13.48	13.95	14.51
4	13.88	14.37	14.94
5	14.30	14.80	15.39
6	14.73	15.24	15.85
7	15.17	15.70	16.33
8	15.63	16.17	16.82
9	16.09	16.66	17.32
10	16.58	17.16	17.84
11	17.07	17.67	18.38
12	17.59	18.20	18.93
13	18.11	18.75	19.50

Head Auto Mechanic ✓

	07-08	08-09	09-10
1	20.75	21.47	22.33
2	21.37	22.12	23.00
3	22.01	22.78	23.69
4	22.67	23.47	24.40
5	23.35	24.17	25.14
6	24.05	24.89	25.89
7	24.77	25.64	26.67
8	25.52	26.41	27.47
9	26.28	27.20	28.29
10	27.07	28.02	29.14
11	27.88	28.86	30.01
12	28.72	29.73	30.91
13	29.58	30.62	31.84

Dispatcher ✓

	07-08	08-09	09-10
1	14.93	15.45	16.07
2	15.38	15.92	16.55
3	15.84	16.39	17.05
4	16.32	16.89	17.56
5	16.80	17.39	18.09
6	17.31	17.91	18.63
7	17.83	18.45	19.19
8	18.36	19.01	19.77
9	18.91	19.58	20.36
10	19.48	20.16	20.97
11	20.07	20.77	21.60
12	20.67	21.39	22.25
13	21.29	22.03	22.91

Bus Driver ✓

	07-08	08-09	09-10
1	17.52	18.14	18.86
2	18.05	18.68	19.43
3	18.59	19.24	20.01
4	19.15	19.82	20.61
5	19.72	20.41	21.23
6	20.32	21.03	21.87
7	20.93	21.66	22.52
8	21.55	22.31	23.20
9	22.20	22.98	23.90
10	22.87	23.67	24.61
11	23.55	24.38	25.35
12	24.26	25.11	26.11
13	24.99	25.86	26.89
13+	26.67	27.60	28.71

SCHEDULE A

Port Jervis City School District
 CSEA Negotiations
 Schedules
 11/27/07

Cleaner

	07-08	08-09	09-10
1	13.27	13.74	14.29
2	13.67	14.15	14.71
3	14.08	14.57	15.16
4	14.50	15.01	15.61
5	14.94	15.46	16.08
6	15.39	15.92	16.56
7	15.85	16.40	17.06
8	16.32	16.89	17.57
9	16.81	17.40	18.10
10	17.32	17.92	18.64
11	17.84	18.46	19.20
12	18.37	19.01	19.78
13	18.92	19.58	20.37
13+	17.50	18.11	18.84

Custodian

	07-08	08-09	09-10
1	14.50	15.01	15.61
2	14.94	15.46	16.08
3	15.39	15.93	16.56
4	15.85	16.40	17.06
5	16.32	16.90	17.57
6	16.81	17.40	18.10
7	17.32	17.92	18.64
8	17.84	18.46	19.20
9	18.37	19.02	19.78
10	18.92	19.59	20.37
11	19.49	20.17	20.98
12	20.08	20.78	21.61
13	20.68	21.40	22.26

Courier

	07-08	08-09	09-10
1	14.50	15.01	15.61
2	14.94	15.46	16.08
3	15.38	15.92	16.56
4	15.84	16.40	17.06
5	16.32	16.89	17.57
6	16.81	17.40	18.09
7	17.31	17.92	18.64
8	17.83	18.46	19.20
9	18.37	19.01	19.77
10	18.92	19.58	20.36
11	19.49	20.17	20.98
12	20.07	20.77	21.60
13	20.67	21.40	22.25

Head Custodian

	07-08	08-09	09-10
1	16.15	16.72	17.38
2	16.63	17.22	17.91
3	17.13	17.73	18.44
4	17.65	18.27	19.00
5	18.18	18.81	19.57
6	18.72	19.38	20.15
7	19.28	19.96	20.76
8	19.86	20.56	21.38
9	20.46	21.17	22.02
10	21.07	21.81	22.68
11	21.70	22.46	23.36
12	22.36	23.14	24.06
13	23.03	23.83	24.79

Groundsperson

	07-08	08-09	09-10
1	14.72	15.23	15.84
2	15.16	15.69	16.32
3	15.61	16.16	16.81
4	16.08	16.65	17.31
5	16.56	17.14	17.83
6	17.06	17.66	18.37
7	17.57	18.19	18.92
8	18.10	18.73	19.48
9	18.64	19.30	20.07
10	19.20	19.88	20.67
11	19.78	20.47	21.29
12	20.37	21.09	21.93
13	20.98	21.72	22.59

Head Groundsperson

	07-08	08-09	09-10
1	16.15	16.72	17.38
2	16.63	17.22	17.91
3	17.13	17.73	18.44
4	17.65	18.27	19.00
5	18.18	18.81	19.57
6	18.72	19.38	20.15
7	19.28	19.96	20.76
8	19.86	20.56	21.38
9	20.46	21.17	22.02
10	21.07	21.81	22.68
11	21.70	22.46	23.36
12	22.36	23.14	24.06
13	23.03	23.83	24.79

SCHEDULE A

Port Jervis City School District
 CSEA Negotiations
 Schedules
 11/27/07

Maintenance Mechanic	07-08	08-09	09-10
1	15.40	15.94	16.58
2	15.86	16.42	17.08
3	16.34	16.91	17.59
4	16.83	17.42	18.12
5	17.33	17.94	18.66
6	17.85	18.48	19.22
7	18.39	19.03	19.80
8	18.94	19.61	20.39
9	19.51	20.19	21.00
10	20.10	20.80	21.63
11	20.70	21.42	22.28
12	21.32	22.07	22.95
13	21.96	22.73	23.64

Head Maintenance Mechanic	07-08	08-09	09-10
1	17.72	18.35	19.08
2	18.26	18.90	19.65
3	18.80	19.46	20.24
4	19.37	20.05	20.85
5	19.95	20.65	21.47
6	20.55	21.27	22.12
7	21.16	21.91	22.78
8	21.80	22.56	23.46
9	22.45	23.24	24.17
10	23.13	23.94	24.89
11	23.82	24.65	25.64
12	24.54	25.39	26.41
13	25.27	26.16	27.20
13+	26.03	26.94	28.02

SCHEDULE A

Port Jervis City School District
CSEA Negotiations
Schedules
11/27/07

Occ Therapist Asst		07-08	08-09	09-10	
1	27,166	28,116	29,241	= 180 ÷ 7	
2	27,981	28,960	30,118		
3	28,820	29,829	31,022		
4	29,685	30,724	31,953		
5	30,575	31,645	32,911		
6	31,492	32,595	33,898		
7	32,437	33,573	34,915		
8	33,410	34,580	35,963		
9	34,413	35,617	37,042		
10	35,445	36,686	38,153		
11	36,508	37,786	39,298		
12	37,604	38,920	40,477		
13	38,732	40,087	41,691		

Occ Therapist		07-08	08-09	09-10 →
1	45,327	46,913	48,790	
2	46,687	48,321	50,253	
3	48,087	49,770	51,761	
4	49,530	51,263	53,314	
5	51,016	52,801	54,913	
6	52,546	54,385	56,561	
7	54,123	56,017	58,258	
8	55,746	57,697	60,005	
9	57,419	59,428	61,805	
10	59,141	61,211	63,660	
11	60,915	63,047	65,569	
12	62,743	64,939	67,536	
13	64,625	66,887	69,563	

Port Jervis City School District
CSEA Negotiations
Schedules
12/7/07

Clerk Typist (requesting Civil Service reclass to School Secretary)

	07-08	08-09	09-10 ✓	Acct Clerk			
				07-08	08-09 ✓	09-10	
1	14.62	15.13	15.73	1	15.11	15.64	16.27
2	15.05	15.58	16.20	2	15.56	16.11	16.75
3	15.51	16.05	16.69	3	16.03	16.59	17.26
4	15.97	16.53	17.19	4	16.51	17.09	17.77
5	16.45	17.03	17.71	5	17.01	17.60	18.31
6	16.94	17.54	18.24	6	17.52	18.13	18.86
7	17.45	18.06	18.79	7	18.04	18.67	19.42
8	17.98	18.60	19.35	8	18.58	19.24	20.00
9	18.52	19.16	19.93	9	19.14	19.81	20.60
10	19.07	19.74	20.53	10	19.72	20.41	21.22
11	19.64	20.33	21.14	11	20.31	21.02	21.86
12	20.23	20.94	21.78	12	20.92	21.65	22.52
13	20.84	21.57	22.43	13	21.54	22.30	23.19

* Sr School Secretary, Payroll - Employee Benefits Manager, Personnel Manager

1	16.28	16.85	17.53
2	16.77	17.36	18.05
3	17.27	17.88	18.59
4	17.79	18.41	19.15
5	18.32	18.97	19.72
6	18.87	19.54	20.32
7	19.44	20.12	20.93
8	20.02	20.72	21.55
9	20.62	21.35	22.20
10	21.24	21.99	22.87
11	21.88	22.65	23.55
12	22.54	23.33	24.26
13	23.21	24.03	24.99

Stenographer

13+	23.99	24.83	25.82 ✓
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Payroll Clerk
(Sr. School Secretary)

5	18.32		
6		19.54	
7			20.93

*Implementation and effective date of the above schedule conditioned upon Civil Service classification approval.

APPENDIX "E"

ALCOHOL AND DRUG TESTING PROCEDURE

SECTION 1. FHWA REGULATIONS

1.1 COMPLIANCE WITH FHWA REGULATIONS: Where applicable, the Employer's Alcohol and Drug Testing Program shall be in compliance with and, unless mutually agreed to by the Union, shall not exceed the Federal Highway Administration Regulations (49 CFR Parts 382, 391, 392, and 395) as they pertain to employees who possess and are subject to commercial driver's license requirements as set forth in 49 CFR Part 383.

SECTION 2.

2.1 IMPLEMENTATION DATE OF FHWA REGULATIONS: The program and its procedures are deemed implemented and effective as of January 1, 1995 and thereafter until superceded by a Successor Collective Bargaining Agreement.

SECTION 3.

NOTICE REQUIREMENTS

3.1 EMPLOYER'S POLICY:

The Employer shall promulgate a policy on the misuse of alcohol and use of illegal substances and shall provide a copy of the policy and procedures to each covered employee and the Union. The term "illegal substance" shall be defined to mean any drug or controlled substance listed in Public Health Law Section 3306 (Schedule I through V), including but not limited to heroin, LSD, concentrated Cannabis or Cannabinoids, hashish or hash oil, morphine or its derivatives, mescaline, peyote, phencyclidine (angel dust), opium, opiates, methadone, cocaine, quaaludes, amphetamines, seconal, codeine, phenobarbital and valium for which an employee does not proper medical authorization. The illegal substances set forth herein, are enumerated by way of example and not by limitation and it is the intent that the term illegal

substances" shall be deemed to include any additional drugs or other controlled or illegal substances that may be included in any statutory amendments that may be implemented from time to time. At a minimum, the policy shall include detailed provisions of alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing and refusal to admit to a required alcohol or drug test.

3.2 ALCOHOL AND DRUG INFORMATION:

The Employer shall provide detailed educational material to each covered employee which explains the requirements of the Federal Regulations. At a minimum, the materials shall include detailed information which meet the requirements of 49 CFR Part 382.601(b), Part 654.71(b) and Part 653.25, including, but not limited to: (1) the categories of employees who are subject to the regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee subject to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the procedure to test for the presence of alcohol or prohibited drugs; (10) the procedure to protect the employee and the integrity and validity of the test; (11) the effects of the misuse of alcohol and use of prohibited drugs; and (12) the person designated by the Employer to be contacted for questions and/or additional

information.

3.3 **REQUIRED TESTS:** The Employer shall provide a detailed description of alcohol and drug testing requirements to each covered employee which explains the requirements of the Federal Regulations as they pertain to pre-employment testing, reasonable suspicion testing, random testing, post accident testing, return-to-duty testing and follow up testing.

3.4 **REQUIREMENT FOR NOTICE:**

In accordance with the requirement in the Federal Regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the Employee that the alcohol or drug test is required by Federal Regulations.

SECTION 4. TESTING PROCEDURES

4.1 **TESTS FOR ALCOHOL:**

4.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

4.1.2 The supervisor of an employee who is to be tested shall not administer the test.

4.1.3 In accordance with the Federal Regulations, the person designated to make the determination of reasonable suspicion shall not administer the test.

4.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

4.1.5 All procedures for alcohol testing shall be reviewed by the Superintendent or his/her designee to insure compliance as set forth in this Memorandum of Agreement.

4.2 **TESTS FOR PROHIBITED DRUGS:**

4.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

4.2.2 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. A specimen may not be used to conduct any other analysis or test.

4.2.3 If the test result of the primary specimen is positive, the Employee, at his or her option, may immediately request that the medical review officer direct that the split specimen be tested in accordance with the procedure set forth in 49 CFR Part 40, Section 40.25 (f)(10) (ii), 40.29 (b) (2) (3), and 40.33 (f). The split specimen test shall be at the Employee's expense unless it is determined, by the split specimen test, that the initial test produced a "false positive", in which case the Employer shall be responsible to pay for both tests.

4.2.4 Visual observation of urination shall not be required except as expressly provided for in the Federal Regulations. When visual observation is required, the observer shall be of the same gender as the Employee.

4.2.5 The Employee shall be present to observe the sealing and tagging of the specimen containers.

4.2.6 An Employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel

time to and from the collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

4.2.7 All procedures for alcohol testing shall be reviewed by the Superintendent or his/her designee to insure compliance as set forth in this Memorandum of Agreement.

4.3 CONFORMITY WITH LAW:

The procedures, rules and regulations referenced to and set forth herein will apply to those now in effect or as thereafter amended.

SECTION 5. RANDOM TESTING

5.1 RANDOM ALCOHOL TESTS: The Employer shall not administer random alcohol testing to more than the required percentage of employees as determined by the Federal Regulations.

5.2 RANDOM DRUG TESTS: The Employer shall not administer random drug testing to more than 50% of the employees annually covered by the Federal Regulations.

5.3 UNION OBSERVATION: During random tests, the Union (defined to mean Port Jervis School Unit) shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested and further subject to the condition that such opportunity does not result in an unreasonable delay of the administration of the test. Reasonable efforts shall be made to contact the Union. For the purposes of this section an "unreasonable delay" shall be defined as any delay that results in a delay of an ordered test for more than thirty (30) minutes.

5.4 SELECTION OF EMPLOYEES: The Employer shall select employees for testing only through a computer-based random number generator utilizing employee's Social Security Numbers, payroll identification numbers or other comparable identifying numbers. Upon request, the Employer shall provide the Union with a list of all employees tested, as well as the computer generated list.

5.4.1 EMPLOYEES DEEMED "ELIGIBLE" FOR RANDOM DRUG TESTS: For an employee to be subject to a random drug test" the employee must be considered in "work status".

The names of the employees selected for a random drug test who are on vacation or not required to work, at the time of such selection, shall be kept on file and such employee shall be tested immediately upon their return to "work status", or as soon thereafter as may be practicable.

SECTION 6. REASONABLE SUSPICION TESTING

6.1 DETERMINATION OF REASONABLE SUSPICION: The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor") must be the highest level and most impartial individual practicable for such responsibility

6.2 REMOVAL BASED UPON VISUAL OBSERVATION ALONE: Whenever no approved testing devices are available and an employee is removed from he employee's safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties within the employee's job description which do not require the performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. The employee shall not be subject to any disciplinary action.

6.3 DOCUMENTATION OF REASONABLE SUSPICION

Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or use of prohibited drugs, and as soon as practical after an order to test is given, without causing a delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include: (1) a description of the employee's appearance behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech; (3) if the employee's appearance, behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information; and, when an attorney finds that reasonable suspicion exists, the name of the attorney.

6.4 INITIAL TRAINING OF SUPERVISORS: Supervisors designated to determine whether reasonable suspicion to require a covered employee to undergo alcohol or drug testing shall receive one hour of drug and one hour of alcohol use training. Such training must be completed before the Supervisor can require an employee to undergo a test.

6.5 FOLLOW-UP TRAINING OF SUPERVISORS: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol and drug testing shall attend a refresher course as required by law or regulation.

6.6 RIGHT TO REPRESENTATION: When a decision is made to test, the employee shall be advised that the employee can consult with legal counsel or a Union Representative, as long as counsel or Union Representation can respond without causing an unreasonable delay in the testing process. A delay will be deemed "unreasonable", where it delays the testing by more than two hours from the time the employee receives actual notice of the test. Reasonable efforts shall be made (without unnecessarily delaying the process) to assist the employee in contacting legal counsel or a Union Representative.

6.7 STATEMENT OF CHARGES AND FACTS: When a decision is made to test, and to the extent practical without delaying the testing process the employee shall be given a verbal explanation of the charges and the factual basis for the reasonable suspicion which shall include a description of the conduct leading to the formation of a reasonable suspicion and the relevant dates places and times thereof and source of information. If the employee has requested the opportunity to consult with legal counsel or a Union Representative, this explanation shall be made in the presence of the counsel or representative. If this cannot be done prior to the test without causing a delay, then it shall be done as soon as practical thereafter.

SECTION 7 POST ACCIDENT TESTING

7.1 RIGHT TO REPRESENTATION: When a test is required the employee shall be advised that the employee can consult with legal counsel or Union Representative, as long as counsel or Union representation can respond without causing an unreasonable delay in the testing process. The term "unreasonable delay" shall be likewise construed in accordance with the terms of the Section 6.6 herein. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union Representative.

7.2 EMPLOYEE POST ACCIDENT CONSUMPTION: In the event of an accident, no employee shall consume food, beverage or medication, unless prescribed by a medical authority, until the testing procedures contemplated herein are complete.

SECTION 8. CALL IN PROCEDURE:

8.1 At the time the employee is called to report to duty, the employee shall be provided the opportunity to acknowledge the use of alcohol and the inability to perform the employee's safety-sensitive function. Such employee shall not be assigned to a safety-sensitive function nor be subject to an alcohol test or any disciplinary action.

SECTION 9. CONSEQUENCES OF POSITIVE TEST OR REFUSAL TO TEST

9.1 LOUDERMILL RIGHTS: An employee who has tested positive for alcohol misuse or controlled drug use and, consequently, is prohibited from performing safety-sensitive functions, shall be given a verbal explanation of the charges and the factual basis for the removal from performing safety-sensitive functions prior to being removed from the safety-sensitive function.

9.2 LEAVE PENDING DISCIPLINARY ACTION: Any probationary employee testing positive or refusing to submit to a drug or alcohol test as provided for herein, shall be subject to immediate dismissal by the employer, without the necessity of a hearing. In the event of a positive test, which relates to a non-probationary employee, such non-probationary employee shall be suspended for a period not to exceed thirty (30) calendar days, which may be chargeable to any leave accruals, pending a disciplinary hearing in accordance with the terms of the collective bargaining agreement.

SECTION 10 REFERRAL EVALUATION AND TREATMENT:

10.1 DESIGNATION OF SUBSTANCE ABUSE PROFESSIONAL: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker, or addiction counselor certified by the National Association of Alcoholism - and Drug Abuse Counselors Certification -Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug-related disorders. The Employer shall select the substance abuse professional with concurrence from the Union.

10.2 EMPLOYEE ASSISTANCE PROGRAM: The Employer shall make available an Employee Assistance Program capable of evaluating and resolving the problems associated with the misuses of alcohol and use of prohibited drugs.

10.3 REHABILITATION PROGRAM: It shall be the employee's responsibility to apply for treatment. It shall likewise be the employee's responsibility to pay for treatment except to the extent that it is covered under the employee's health insurance plan or as may be compensable under the applicable employee assistance program now in effect or as hereinafter amended.

10.4 LEAVE OF ABSENCE: A leave of absence will be allowed for treatment on an in-patient or out-patient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation leave credits, holidays and other accrued leave time up to the limits set forth in the Collective Bargaining Agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA or other relevant laws.

10.5 RETURN TO WORK: Reinstatement to the employee's position or equivalent position after completion of a rehabilitation program may only occur upon certification from the program that the employee has satisfactorily participated in the program and the program recommends return to regular assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made by the Chief Executive Officer after consultation with the Substance Abuse professional. Reinstatement shall occur no later than one year after the employee has been removed from the District's payroll.

SECTION 11. FOLLOW-UP TESTING:

11.1 FREQUENCY: In accordance with Federal regulations, the number and frequency of follow-tests shall be directed by the substance abuse professional and consist of at least six tests in the first twelve months following the employee's return to duty involving a safety-sensitive function. The employer shall not impose follow-up testing beyond the first six tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow-up testing shall not in any event exceed sixty months from the date of the driver's return to duty.

11.2 During follow-up tests, the employee shall be advised of the employee's right to have legal counsel or a Union Representative present to observe the testing. Reasonable efforts shall be made to assist that employee in contacting the counsel or representative.

SECTION 12 DISCIPLINARY PROCEDURE:

12.1 DISCIPLINE FOR JUST CAUSE:

12.1.1 If, as a result of a positive test, the Employer believes that just cause for discipline exists, then corrective and progressive discipline may be sought. Time in service and prior offenses, or lack thereof, shall be considered in determining appropriate penalties to be sought.

12.1.2 The employee shall be served with a written notice of proposed discipline. The employee, thereafter, may in his or her discretion, provide the Union with a copy of such notice but shall not be required to do so.

12.1.3 That the disciplinary procedures contemplated herein, shall be in accord with the disciplinary procedures set forth in the collective bargaining agreement between the employer and the Union, now in effect or as may be thereafter amended.

SECTION 13. PREVIOUS POLICIES AND PROCEDURES:

13.1 Any policies and procedures pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the Federal Regulations, shall be superseded by the procedures set forth by the Federal Regulations and this Memorandum of Agreement. The Employer shall promulgate a new alcohol and drug policy pursuant to Section 3.1, above, within sixty days following execution of this Memorandum of Agreement.

SECTION 14. COPIES OF AGREEMENT:

14.1 The Employer shall provide the Union with copies of this Memorandum of Agreement, at no cost, for distribution to current members of the bargaining unit.

14.2 The Employer shall provide each new employee with a copy of this Memorandum of Agreement, at no cost, on the employee's first day of work.

SECTION 15. SAVINGS CLAUSE:

15.1 In the event that any portion of this Memorandum of Agreement shall be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this Memorandum of Agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

15.2 Upon the issuance of such a decision, then either part shall have the right to immediately reopen negotiations with respect to substitute for such portion of this Memorandum of Agreement involved.

SECTION 16. EXECUTION OF AGREEMENT:

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives on this _____ day of _____, 2005.

PORT JERVIS CITY SCHOOL DISTRICT

By:

THE LOCAL SERVICE EMPLOYEES ASSOCIATION
INC., LOCAL 1000, AFSCME, AFL-CIO

By:

APPENDIX "F"
District Time and Attendance Policy

It is the stated policy of the Port Jervis City School District that it does not encourage the use of unpaid leave except as may be applicable pursuant to the provisions of the Family Medical Leave Act (FMLA), State legislation, Federal legislation and School Board approved extended leaves of absence. Accordingly, and consistent with that stated intent and policy, the provisions hereinafter set forth are designed and being implemented with the intent of reducing, to the extent possible, unnecessary unpaid leaves of absence and, correspondingly, to reduce absenteeism in the work force.

Any employee requested unpaid leave must first use any paid leave accruals prior to being eligible for an approved unpaid leave.

If an employee requests unpaid leave for medical or other emergency purposes the School District may require documentation to verify the need for such leave. Unpaid leave for any other reasons, shall only be approved on a case by case basis at the discretion of the School District which shall consider the needs of the department in granting or denying such unpaid leave.

Employees who demonstrate a pattern of abuse or unauthorized unpaid leave shall first be formally counseled in a meeting with the Department Head and the Assistant Superintendent for Business.

Should the pattern of abuse continue such employee may be the subject of disciplinary action up to and including termination in accordance with New York State Civil Service Law and this contract.

Where an employee has exhibited a pattern and/or practice of sick leave abuse, such as regular absences on Mondays, Fridays or days before or after a holiday or vacation period; or where an employee has been absent in excess of twelve (12) undocumented days in any school year (excluding long-term illnesses), the immediate supervisor and the Assistant Superintendent for Business will meet with the employee to discuss the concern for possible abuse of sick time and/or the need for positive intervention (EAP services). The Assistant Superintendent for Business may document the meeting in the form of a counseling memo.

If the pattern and/or practice of sick leave abuse continues the immediate supervisor and the Assistant Superintendent for Business shall meet with the employee again. Disciplinary action, in accordance with Civil Service Law and the contract may result from this meeting.

A union representative may be present at any meetings between employees and the District regarding time and attendance issues.

The Time and Attendance provision does not apply to any leaves of absence approved for FMLA, or any other leaves in accordance with State and Federal law or School Board approved leave of absences. Notwithstanding anything herein contained to the contrary, the procedures and provisions hereinbefore set forth shall in no way limit, impair or restrict the District's right to initiate a disciplinary proceeding for any unauthorized leave or leaves of absence pursuant to the application of Article 6, Section 1 of the Collective Bargaining Agreement. To the extent that the provisions of the Time and Attendance policies enumerated herein conflict with the rights and prerogatives vested in the District pursuant to Article 6, Section 1(A) of the Collective Bargaining Agreement, the provisions of Article 6, Section 1(A) shall control and all provisions of this Collective Bargaining Agreement and the within stated policy shall be interpreted to effectuate that intent.