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**Contract Database Metadata Elements**

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6333

AGREEMENT  
BY AND BETWEEN THE  
TUCKAHOE UNION FREE SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND THE  
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO  
TUCKAHOE SCHOOL UNIT  
WESTCHESTER COUNTY LOCAL 860

JULY 1, 2003 - JUNE 30, 2007

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

61

**TUCKAHOE SCHOOL UNIT  
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**TUCKAHOE UNION FREE SCHOOL DISTRICT**  
**BOARD OF EDUCATION**  
**AND**  
**CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.**  
**LOCAL 1000, AFSCME, AFL-CIO**  
**WESTCHESTER COUNTY LOCAL 860**  
**TUCKAHOE SCHOOL UNIT**

This agreement made this day of \_\_\_\_\_, by and between the Tuckahoe Union Free School District, Eastchester, New York, hereinafter designated as the Board and the Civil Service Employees' Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Tuckahoe Schools Unit, hereinafter designated as the Association.

Whereas, the parties herein do desire to promote harmonious and cooperative relations between them in accordance with the policy expressed in consideration of the premises, it is hereby mutually agreed between the parties hereto as follows:

**ARTICLE I**  
**RECOGNITION**

**SECTION 1 - RECOGNITION**

The Board recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, Tuckahoe Schools Unit, as the exclusive representative of all employees of the employer including attendance clerk, teacher aides, teaching assistants, part-time cleaners, and lunch room monitors exclusive of certified personnel, Acting Superintendent of Buildings and Grounds, Superintendent of Buildings and Grounds, and Secretary to the Superintendent. [This is in accordance with the Resolution of the Board dated November 13, 1967, and extends to all matters pertaining to salary, benefits, and other conditions of employment.] The Board and Association agree, pursuant to Section 208 of the Public Employment Relations Board, that the Association shall have unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

**ARTICLE II**

**DUES DEDUCTION AND AGENCY SHOP**

**SECTION 1 - DUES DEDUCTION**

A. The Board agrees to deductions from all regular members of the Association covered by this Agreement dues of the local unit, and P. E. O. P. L. E. deductions, and agrees to remit the same to CSEA, Inc., 143 Washington Avenue, Albany, New York, provided a written authorization therefore is filed by each

employee with the Board of Education on a form approved by the parties to this Agreement.

B. Agency Shop - The Employer shall deduct from members of the bargaining unit who are not members of the Association an agency shop fee equivalent to the amount deducted for union dues. Such agency shop fee shall be forwarded to the CSEA in the same manner as stipulated in Section 1 A. above.

C. There shall be no discrimination, interference, restraint, or coercion by the Board or its officers or agents against any employee because of any lawful activities on behalf of CSEA or the Association or because of membership in the Association, and the Association, its members, its officers, its agents, shall not coerce employees into membership in the Association in an unlawful manner

D. Upon ratification of this Agreement, it shall be the obligation of the Board and Civil Service Employees' Association and its members to loyally support this Agreement and to confine any adverse comments or criticisms to official meetings of the respective bodies.

### **ARTICLE III**

#### **BOARD-ASSOCIATION RELATIONSHIPS**

##### **SECTION 1 - MUTUAL OBLIGATIONS**

A. Neither the Board nor the Association members, representatives, agents, or committee shall engage in any subterfuge of any kind for the purpose of defeating or evading the terms of this Agreement.

##### **SECTION 2 - BOARD OBLIGATIONS**

A. Work usually performed by employees in the bargaining unit will not be contracted out if it will result in loss of position to employees covered by the Agreement.

B. Promotional opportunities and any job openings in the unit will be posted at each school building. Present employees will be given preference providing that they have equal qualifications to those on the outside and the Superintendent deems it in the best interest of the School District to recommend their appointment. When all other factors are equal, seniority shall be the determining factor for promotions.

C. Uniforms are to be furnished without charge to full-time custodial employees in this unit. They shall also be provided foul weather and safety gear, and a set of overalls.

D. An employee may be assigned temporarily to perform supervisory duties of a higher classification only in emergencies or for the purpose of replacing another employee who is off with pay, on leave of absence, sick leave, bereavement, personal leave, or vacation. Employees performing such duties shall receive compensation of ten (10) percent above his/her scheduled salary commencing on the first day of such assignment.

E. Where an employee is assigned temporarily to perform the duties of a lower classification at a lower rate of pay, the employee shall be guaranteed the regular rate of pay for the classification.

F. Any proposed changes in personnel rules, work schedules, work conditions, and regulations shall be submitted to the Association for full discussion before becoming final.

### SECTION 3 - ASSOCIATION OBLIGATION

A. The Association affirms that it does not assert the right to strike against the employer and agrees that it will not assist or participate in any strike or impose upon any of its members or others an obligation to assist or participate in any such strike.

### SECTION 4 - BOARD RIGHTS

A. The parties agree that all items discussed during negotiations leading to this Agreement will not be reopened during the life of the Agreement.

B. Its provisions and agreements shall be expressly limited to salaries, benefits, and other conditions expressly stated herein, and shall not be construed to restrain the Board in the full and absolute management of its affairs except as modified by the Agreement.

### SECTION 5 - ASSOCIATION RIGHTS

A. The President of the Westchester Local of the CSEA or his/her designated agent or the designated field representative shall have the right to visit the facilities of the employer for the purpose of adjusting grievances and administration of the rights of the Agreement, with the knowledge and consent of the Superintendent of Schools, and providing it does not interfere with duties of the employees.

B. The President of the Association shall have a reasonable amount of free time as arranged with the Superintendent of Schools for the purpose of adjusting grievances and maintaining administration of the Agreement.

C. An elected delegate of the unit shall have the right to attend CSEA State organization conventions and such time may be taken as personal days.

D. The Association shall be the sole judge of its own rules and regulations with respect to Association membership and organizational administration.

E. Whenever it becomes necessary to create new titles of classification with the District, applicable to this unit, salaries and grades for such titles or classifications shall be negotiated with the proper CSEA representative before such titles or classification receive final Board approval.

**ARTICLE IV**  
**SALARIES**

**SECTION 1 - SALARY SCHEDULE**

The salary scale for the fiscal year 2003-2004, 2004-2005, 2005-2006 and 2006-2007 shall be as appended hereto as Appendix "A."

- A. Effective July 1, 2003, each step of the salary schedule in effect shall reflect a three and one-half (3.5%) percent increase and any employee due an increment shall advance accordingly.
- B. Effective July 1, 2004, each step of the salary schedule in effect shall reflect a four (4.0%) percent increase and any employee due an increment shall advance accordingly.
- C. Effective July 1, 2005, each step of the salary schedule in effect shall reflect a four (4.0%) percent increase and any employee due an increment shall advance accordingly.
- D. Effective July 1, 2006, each step of the salary schedule in effect shall reflect a four (4.0%) percent increase and any employee due an increment shall advance accordingly.

The parties agree to add a step 10 to the Secretary title in the amount of \$40,447 for the 2003-2004 school year and five additional teaching assistant steps at three (3%) percent increments between steps.

In determining the starting step for new employees or existing employees transferred to new job titles, management will give consideration to any and all factors it deems appropriate, including but not limited to: years of relevant job experience, skills, employment history and educational background.

**Stipends**

- A. The custodian in charge (mechanic) at the Middle/High School will be paid an additional stipend of \$2,755 in the first year of this Agreement, \$2,865.20 for the second year of this Agreement, \$2,979.80 in the third year of this Agreement and \$3,099.00 for the fourth year of this Agreement.
- B. The custodian in charge (mechanic) at the Elementary School will be paid an additional stipend of \$2,755 in the first year of this Agreement, \$2,865.20 for the second year of this Agreement, \$2,979.80 in the third year of this Agreement and \$3,099.00 for the fourth year of this Agreement.
- C. The head secretaries to the Principals of the High School, Middle School, Elementary School and the Business Office shall be paid an additional stipend of \$3,412 in the first year of this Agreement, \$3,548.48 in the second year of this Agreement, \$3,690.42 in the third year of this Agreement and \$3,838 in the fourth year of this Agreement.



D. Secretaries to the Athletic Director, Guidance Department and the Committee on Special Education shall be paid an additional stipend of \$2,000 in the first year of this Agreement, \$2,080 in the second year of this Agreement, \$2,163.20 in the third year of this Agreement and \$2,249.73 in the fourth year of this Agreement.

## SECTION 2 - LONGEVITY

A. After ten (10) consecutive years of employment in this district, there shall be granted a longevity increment of \$757 in the first year of this Agreement; \$787.28 in the second year of this Agreement, \$818.77 in the third year of this Agreement and \$851.52 in the fourth year of this Agreement.

B. After fifteen (15) consecutive years of employment in this district, there shall be granted an additional longevity increment of \$757 in the first year of this Agreement; \$787.28 in the second year of this Agreement, \$818.77 in the third year of this Agreement and \$851.52 in the fourth year of this Agreement.

C. After twenty (20) consecutive years of employment in this district, there shall be granted an additional longevity increment \$757 in the first year of this Agreement; \$787.28 in the second year of this Agreement, \$818.77 in the third year of this Agreement and \$851.52 in the fourth year of this Agreement.

D. After twenty-five (25) consecutive years of employment in this district, there shall be granted an additional longevity increment of \$757 in the first year of this Agreement; \$787.28 in the second year of this Agreement, \$818.77 in the third year of this Agreement and \$851.52 in the fourth year of this Agreement.

E. The foregoing shall apply to teacher aides who work twenty (20) or more hours per week.

F. The longevity increment in effect shall be cumulative.

## SECTION 3 - OVERTIME PAY

A. Time and one-half shall be paid to all employees who are required to work before or after the normal scheduled workday.

B. Time and one-half shall be paid to all employees who are required to work beyond the regular workweek.

C. There shall be no pyramiding of overtime. Hours used for the computation of daily overtime shall not be used for the computation of weekly overtime and hours used for the computation of weekly overtime shall not be used for the computation of daily overtime.

D. Double time shall be paid for all employees who are required to work on a Sunday or a holiday. Double-time pay for a holiday is in addition to the holiday pay.

E. Overtime assignments within the custodial classification and duties may not necessarily be rotated alphabetically but assignments shall be made on a fair and equitable basis. Refusal of assignment shall be signed by employee refusing such assignment.

F. All custodians shall receive a minimum guarantee of two (2) hours pay at the applicable rate for overtime assignments.

#### SECTION 4 - EMERGENCY CALL PAY

Custodians called in for emergencies, snow or ice duty shall be guaranteed a minimum of two (2) hours at the applicable premium rate of pay. Double time shall be paid to all custodians who are called in early for snow or ice duty for the first two hours of work.

If the actual time expended to attend to the emergencies, snow or ice duty exceeds two (2) hours, the employee will be paid the applicable overtime rate to the next highest one half (1/2) hour.

#### SECTION 5 - REVIEW PROCEDURE

The Board shall provide a review procedure for employees denied increments.

### **ARTICLE V**

#### **RETIREMENT AND HOSPITALIZATION**

##### SECTION 1 - NON-CONTRIBUTORY RETIREMENT PLAN

A. The employees will be covered under Section 75i of the New York State Employees' Retirement System - the Non-Contributory "20 Year Career Plan." It shall also provide additional benefits as described in Sections 4lj, 34lj, and 60b which provide for application of sick leave as additional service credit upon retirement and a guaranteed death benefit as provided by law. Teaching assistants shall be provided with the equivalent provisions, if any, provided by the New York State Teachers Retirement System.

##### SECTION 2 - HEALTH INSURANCE

A. i) The District will pay for all medical benefits through the Statewide Schools Cooperative Health Plan (formerly known as Southern Westchester Schools Cooperative Health Insurance Plan) or Oxford Health Plan Liberty Select HMO (Oxford), excluding Teacher Aides, Teaching Assistants, Monitors, and Part-time Cleaners. The choice of health plan is decided by each employee. If SWSCHP or Oxford ceases, upon consultation with the Association, the District shall select a new provider with equal to or better benefits and administration thereof.

ii) Effective July 1, 2002, any employee who can demonstrate coverage under another health insurance policy will be allowed to buyout (family/individual coverage to no coverage, family to individual coverage) at

the annual rate of \$1,200.00 or twenty percent (20%) of the cost of the premium, whichever is greater. Pro-rata payment will be made at the conclusion of each six (6) months. Employees who have bought out may re-enter the District's plan on the first day of the month following their decision to return and the District shall only be obligated to pay to the employee pro-rata for the actual time of the buy-out.

iii) The Union shall be entitled to representation on the existing health insurance committee. The purpose of the committee shall be to review issues of fringe benefits, cost efficiencies, level of benefits, their improvement, addition, deletion, or alteration. That committee shall make periodical reports to the Superintendent of any findings.

iv) Effective July 1, 2003, employees enrolled in the Health Plan shall be required to pay, on a payroll deduction basis:

For SWSCHP: two-hundred and ten (\$210.00) dollars per year for individual coverage; four-hundred and forty-three (\$443.00) per year for two person coverage; and four-hundred and seventy (\$470.00) dollars per year for family coverage.

For Oxford: one-hundred and forty-nine (\$149.00) dollars per year for individual coverage; and three-hundred and ninety-four (\$394.00) dollars per year for two person/family coverage.

Effective July 1, 2004, employee contributions for the respective coverage shall increase at the same rate as annual salary increases as follows:

Effective July 1, 2004, employee contributions shall increase by an additional 4.0%

Effective July 1, 2005, employee contributions shall increase by an additional 4.0%.

Effective July 1, 2006, employee contribution shall increase by an additional 4.0%.

B. The Board shall pay 100% of the individual coverage for eligible retirees, it will pay 35% for dependents of eligible retirees, who retired prior to July 1, 1977, and 75% for the dependents of those eligible retirees who retired after July 1, 1977.

C. Persons not otherwise eligible may buy into health insurance under the group plan. The District shall contribute one thousand (\$1,000) dollars towards the appropriate premium for such employees, and the employees shall be responsible for the remainder of the total premium cost.

D. The Board shall contribute for each eligible employee, per year, the amount provided to members of the TTA unit benefit trust for the purpose of purchasing those benefits through a benefit trust fund approved by the membership. (2003 - 2004, \$1,252.00 per employee per year; 2004 - 2005, \$1,302.00 per employee per

year). Commencing July 1, 2005 through June 30, 2007 the contribution shall be contractual increase as provided for in the Tuckahoe Teachers Association contract.

E. The District shall provide a Flexible Benefit Plan for all bargaining unit members in accordance with Section 125 of the Internal Revenue Service Code.

## **ARTICLE VI**

### **WORK SCHEDULES**

#### **SECTION 1 - CUSTODIAL WORK SCHEDULE**

A. Work schedule shall be forty (40) hours per week for custodians for five (5) consecutive days, Monday through Friday, eight (8) hours each day. This schedule may be modified with the consent of the employee, with notice to the Association.

B. The daily work schedule will consist of shifts to be determined at the beginning of each year. Shifts shall be nine (9) hours including one (1) hour for lunch. The night shift will involve eight (8) hours including forty-five (45) minutes for lunch. In assigning employees to shifts, preference will be given to seniority when there is no difference in qualifications and experience. During school recess and summer months, all custodial employees will work a regular day shift schedule. A custodial employee on the night shift assignment will have first refusal of full day Saturday overtime in Tuckahoe High School.

C. Custodial personnel will be given preference in assignment to building coverage before outside help is hired.

D. The Board shall provide responsible supervision in addition to the custodians at school dances and entertainments.

#### **SECTION 2 - CLERICAL WORK SCHEDULE**

A. The clerical workday shall consist of seven (7) hours and fifteen (15) minutes, Monday through Friday, with times adapted to the need of the position as determined with the supervisors.

B. The Senior Account Clerk's work schedule shall correspond to that of the secretaries except that he/she will be on duty during school vacation periods when custodians are working except for five (5) days taken as vacation days selected with the approval of the Superintendent.

#### **SECTION 3 - SUPERINTENDENT'S CONFERENCE DAYS**

The Superintendent and CSEA (comprised of a committee of three appointed by the Unit President) shall mutually develop staff development programs for all bargaining unit employees to be scheduled on Superintendent's Conference Days.

The committee should endeavor to develop the programs no later than two weeks prior to a scheduled Superintendent's Conference Day. In the event that staff development programs are not scheduled for all employees, the normal work schedule for a Superintendent's Conference Day shall prevail. This clause shall not apply to Superintendent's Conference Days that are held during the first week of school.

#### SECTION 4 - DELAYED SCHOOL OPENINGS

In the event of delayed openings, the time by which unit members must report to work will be extended by the length of the delay.

### **ARTICLE VII VACATIONS**

#### SECTION 1 - VACATION PAY

Vacation pay shall be given on the last day before the start of vacation with the check dated that day provided that the employee gives the Business Office written notice three weeks in advance.

#### SECTION 2 - CUSTODIAL EMPLOYEES

Custodial employees shall receive two (2) weeks vacation after one (1) year of service and three (3) weeks vacation after three (3) years. After six (6) years of service, custodians shall receive one (1) additional vacation day per year until the tenth (10th) year, reaching a maximum of twenty (20) vacation days after ten (10) years of service.

#### SECTION 3 - TWELVE-MONTH CLERICAL EMPLOYEES

Clerical employees shall have the same vacation schedule as that of the custodial unit.

#### SECTION 4 - EMPLOYEES' PRIVILEGES

Employees who wish to reserve two (2) weeks on the calendar for their vacation may do so and take it in days or hours with the approval of their supervisors. Employees shall have the option of carrying one (1) week vacation into the following year with approval of the Superintendent. Vacation may be taken at any time during the year with approval of the employee's supervisor.

#### SECTION 5 - HOLIDAYS

Custodians shall be guaranteed a minimum of fifteen (15) holidays per year and holidays falling on a Sunday shall be compensated for on the following Monday. Specific holidays shall be agreed upon before the signing of the Agreement. Each Spring when the school calendar is published, the District shall provide the Association with a list of days upon which holidays will be observed for the following year.

Any holiday falling on a Saturday shall be celebrated on the preceding Friday.

#### SECTION 6 - CLERICAL STAFF

Clerical staff members shall be granted holidays as presently provided on the prevailing calendar.

#### SECTION 7 - TEN-MONTH CLERICAL STAFF

Ten-month clerical staff members who have served continually throughout the year until June 30<sup>th</sup>, shall receive one (1) week's vacation pay. After ten (10) years of service, they shall receive two (2) weeks vacation pay.

#### SECTION 8 - SENIORITY

If a conflict arises in an office or school because of employees requesting the same vacation period, then seniority shall be the determining factor in granting such vacation. For this section, an employee's seniority shall commence on the date of his/her first permanent date of hire by the Board.

With regard to the above, the deadline for submitting all vacation requests for the period of July 1 through August 31 is March 15<sup>th</sup>, meaning that vacation requests submitted for this period after March 15<sup>th</sup> are based on a first come first served basis.

### **ARTICLE VIII**

#### **LEAVES**

##### SECTION 1 - SICK LEAVE

A. One and one-quarter (1-1/4) sick days per month shall be granted all employees - as per work schedule - with unlimited accumulation. All unit members commencing employment on or after July 1, 2000, shall accumulate sick leave to a maximum of two hundred and twenty-five (225) days, except as otherwise provided under Article XII, Section 2, B. Sick leave shall be paid if the supervisor or designated agent is aware of absence thirty (30) minutes prior to the time the employee is to report on the day of absence. Doctor's certificate for absence and/or return to school may be required at the option of the Superintendent of Schools provided that notice is given in advance.

B. Days allowed for absence due to injuries suffered in the performance of duties shall be up to ninety (90) workdays, and will not be deducted from sick leave. In order to qualify, such injuries shall have been reported within twenty-four (24) hours following injury. Additional days may be allowed at the discretion of the Board of Education. Any monies received from Workers' Compensation for salary benefits during this leave with pay will be transferred to the Board of Education.

C. For the term of the Agreement, a "Sick Leave Reserve" shall be created to which each employee including aides will contribute one (1) sick day per year and the Board will contribute a matching day per year. Such sick leave reserve days not used shall be cumulative from year to year. Application for the use of the sick leave reserve shall be made to a committee comprised of an employee in the

applicant's classification (selected at random), the applicant's supervisor, the President of the Association, and the Superintendent of Schools. The days accumulated as described above shall be dispensed at the discretion of the committee where the following preconditions are met:

1. Catastrophic, life-threatening, or chronic continuing illness of a serious nature;
2. Serious, personal need on the part of the member of the unit;
3. All personal leave of the member being exhausted, provided the sick leave has not been utilized and exhausted in an unreasonable manner.
4. No one individual shall be permitted to withdraw more than ninety (90) days in any single or continuing emergency.
5. The decision of the committee shall be final and binding upon all parties to this Agreement and upon the applicant seeking use of the sick leave bank.

D. Any employee who retires shall be compensated at the rate of \$30 per day for all unused sick leave in excess of one hundred sixty-five (165).

E. At the end of each fiscal year, the Unit President will be advised of the amount of days available in the Sick Leave Reserve on request.

## SECTION 2 - PERSONAL LEAVE

A. Personal leave may be granted up to a maximum of five (5) days per year with full pay for situations of an unexpected or emergency nature or when necessary to fulfill religious obligations upon written application by an employee and approval prior to the absence. Except in cases of emergency, failure to secure prior approval will result in loss of pay for the day. Such leave may be accorded for attendance at funerals and for illness in the immediate family but not for failure to report because of weather conditions.

B. Of the five (5) days mentioned in paragraph "A", two (2) may be granted without explanation of the reason for the absence. However, all terms and conditions of Paragraph A apply to these days.

C. There shall be five (5) workdays of leave starting with the day of death with no loss of pay in the event of death of parents, parents of spouse, spouse, brothers, sisters, child, brother-in-law, sister-in-law or grandparents.

D. Unused personal leave will be added to employees accumulated sick leave at the end of each year.

**SECTION 3 - LEAVE OF ABSENCE**

Except in cases where a major problem in replacement can be demonstrated, the Board will give favorable consideration to requests for a leave of absence without pay for up to one (1) year. The decision of the Board shall be final and binding, and not subject to review.

**ARTICLE IX**

**SENIORITY AND TENURE**

**SECTION 1 - TENURE**

There shall be a probationary period of six (6) months for all noncompetitive and labor class employees, according them the same rights as competitive employees now have under the provisions of Section 75 of the Civil Service Law as it relates to removal and/or suspension. The probationary period for teaching assistants shall be three (3) years in accordance with Education Law 3012. The Education Law shall apply to the discipline, suspension and termination of teaching assistants.

**SECTION 2 - SENIORITY**

Employees' seniority shall commence on the date of their first hiring by the Board for the purpose of determining lay-offs.

Seniority shall be the determining factor for those changes in shifts and transfers as determined by the District.

**ARTICLE X**

**GRIEVANCE PROCEDURE**

**SECTION 1 - DEFINITION**

1. A Grievance is a claim by any employee or group of employees that there exists a violation, misinterpretation, or inequitable application of this Agreement.
2. The term Supervisory Officer shall mean any principal, assistant principal, or other administrative or supervisory personnel responsible for the area in which the alleged grievance arises with the exception of the Superintendent of Schools.
3. The Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
4. Party in Interest shall mean any person named in a grievance who is not the aggrieved party.
5. Grievance Committee is the committee created and constituted by the Association.



Matters pertaining to employee evaluation shall not be construed as coming within the grievance procedure generally.

## SECTION 2 - PROCEDURES

1. Except for informal decisions at Level 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the employee or a designated agent.
2. If a grievance affects a group of employees in more than one building, it may be submitted directly to Level 2.
3. All reasonable efforts shall be made to avoid interruption of work schedules and to avoid involvement of students in any phase of the grievance procedure.
4. The Board and the Association agree to make available any and all materials and relevant documents, communications, and records concerning the alleged grievance.
5. Except when at Level 1, the aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and to cross-examine on one's own behalf, and to be furnished with a copy of any minutes made at each and every level of the grievance procedure.
6. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
7. The Superintendent of Schools shall be responsible for the accumulations and maintenance of an Official Grievance Record, which shall consist of written grievance, all exhibits, transcripts, communications, minutes, and/or notes of testimony, and all levels.
8. The official Grievance Record shall be made available for inspection and/or copying by the aggrieved party, his/her representatives, administrators, and the Board, but shall not be deemed as a public record.

## SECTION 3 - TIME LIMITS

1. The time limits specified for either party may be extended only by mutual consent.
2. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

3. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or the representatives within the time allotted shall be deemed a denial of the grievance.

#### SECTION 4 - LEVELS

##### Level 1 - Supervisory Officer

- a. Within a period of ten (10) school days after the occurrence of a grievance, any employee may discuss the matter informally with the supervisory officer in an attempt to settle the grievance.
- b. Alternately, the aggrieved party may submit the grievance to the Grievance Committee of the Association which, if determining the grievance to be a valid one, will present it in writing to the supervisory officer within the time limit specified in 1a.
- c. The supervisory officer shall inform the aggrieved party or the designated representative of the decision in writing within five (5) school days after the grievance is presented.

##### LEVEL 2 - Superintendent of Schools

- a. If the aggrieved party disagrees with the disposition of the grievance at Level 1, the representative may within five (5) school days after notice of decision, file a written appeal of the decision with the Superintendent of Schools.
- b. Within five (5) school days after the receipt of the appeal, the Superintendent shall hold a hearing with the aggrieved party and all other parties of interest.
- c. The Superintendent shall inform the aggrieved party and the representative of the decision in writing within five (5) school days after the meeting.

##### LEVEL 3 - Board of Education

- a. If the aggrieved party and his/her representatives disagree with the decision at Level 2, the Grievance Committee may file an appeal in writing with the Board of Education within ten (10) school days after receiving the decision at Level 2. The official grievance record shall be maintained by the Superintendent of Schools and shall be available for use by the Board of Education.
- b. Within sixteen (16) school days after the receipt of an appeal, the Board shall hold a hearing in executive session with the aggrieved party, his/her representatives, and the parties in interest.
- c. The Board of Education shall render a decision, accompanied by a written report explaining its decision within sixteen (16) school days after the conclusion of the hearing to the aggrieved party, parties in interest, and their representatives.

#### LEVEL 4 - Arbitration

- a. If, after such hearing, the aggrieved party and the Association are not satisfied with the decision at Level 3, the Association may then submit the grievance to the American Arbitration Association (AAA) by written notice and a copy to the Board of Education within ten (10) school days after the decision at Level 3.
- b. The decision of the American Arbitration Association (AAA) shall be final and binding upon all parties.
- c. Costs for the services of the American Arbitration Association (AAA), including expenses, if any, will be shared equally by the Association and the Board except that transcripts will be paid for by the party placing the order for them.

### **ARTICLE XI**

#### **MISCELLANEOUS PROVISIONS**

##### **SECTION 1 - MAINTENANCE OF BENEFITS**

All existing rules, regulations, practices, and benefits of the Board which are more favorable to the employee, except as modified by this Agreement, will be continued in full force and effect.

##### **SECTION 2 - COPIES OF AGREEMENT**

The union agrees to print and distribute copies of this Agreement to all bargaining unit members and to furnish the Board with the number of copies as requested.

##### **SECTION 3 - BULLETIN BOARD**

The Association shall have the right to post notices and communications on the designated bulletin boards maintained on the premises and facilities of the Board subject to the approval of the Superintendent of Schools.

##### **SECTION 4 - MEDICAL EXAMINATIONS**

A. Each CSEA employee including aides shall have a medical examination and X-ray or tuberculin test once in each two (2) year period at the employee's own expense except that employees so requesting before October 1 in writing may have the medical examination performed by the school doctor without charge. The report shall cover all aspects on the school form and shall be submitted on that form prior to December 1 of the year in which it is due. X-ray or tuberculin reports are due at the same time and shall be submitted by a physician. The Board will contribute a maximum of \$120 toward the cost. The Board shall match any future increases negotiated with the Teachers' Unit. Where it is established that an employee is allergic to the tuberculin test, the employee shall receive an additional \$20 to cover the cost of the X-ray. Failure to comply fully by

December 1 will result in loss of sick leave privileges until such time as reports are received by the Superintendent of Schools.

B. The employees shall meet the requirements of Section 4 A. above in their first year of employment except that X-rays will be required.

#### SECTION 5 - EMPLOYEE PROTECTION CLAUSE

A. If an employer is sued as a result of any action by the employee while in pursuit of his/her employment, upon due and timely notification, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense. Prompt notice of any such complaint against an employee shall be given to the employee, and the employee may notify the Association.

B. Time lost by an employee in connection with any incident mentioned in this article shall not be charged against the employee.

#### SECTION 6 - TUITION REFUND

All employees shall be entitled to participate in training courses which would further their skills as follows:

A. Advance notice of course or training program submitted to Superintendent for approval.

B. Upon successful completion of course or program, the Board will reimburse the employee to a maximum of \$725 per employee per year.

C. The decision of the Superintendent shall be final and binding and not subject to review.

#### SECTION 7 - JURY DUTY

Employees shall continue to receive full pay while serving on jury duty. Any stipend received shall be returned to the District excluding meals, mileage and parking.

#### SECTION 8 - PAYCHECKS

All employees, including aides, shall be paid on a biweekly basis subsequent to the setting of hours.

It is understood that all 10-month employees shall receive his/her first paycheck of each school year in the first pay period in September.

#### SECTION 9 - PERSONAL EFFECTS

Personal property damaged or destroyed or stolen in situations resulting from a lack of care by the District and resulting from causes other than negligence on the part of the employee shall be reported to the building principal and submissions for reimbursement shall be honored by the School District.

## ARTICLE XII

### TEACHER AIDES, TEACHING ASSISTANTS, AND MONITORS AND PART-TIME CLEANERS

#### SECTION 1 - CALENDAR

Teacher aides, teaching assistants, school monitors and part-time cleaners will work in accordance with the school calendar approved by the Board of Education. In addition, teacher aides and teaching assistants will be released for Parent/Teacher Conference Day and the one-half (1/2) day before Thanksgiving at no reduction in pay. Part-time cleaners will be released for the one-half (1/2) day before Thanksgiving at no reduction in pay.

Seventy-five (75) minutes per week shall be added to the Teaching Assistants' workweek, with times adapted to the needs of the position as determined with the Principals. The additional seventy-five (75) minutes per week will be determined by a mutually agreed upon schedule between the Association and the Principals each September of any given year.

Each teacher aide, teaching assistant, school monitor and part-time cleaner will be notified in writing by June 1 of each year if possible or as soon as possible thereafter of his/her continued employment with the Board as it relates to the budget.

#### SECTION 2 - SICK LEAVE

A. Teacher aides, and part-time cleaners will receive sick leave in accordance with the following schedule:

Years in District	Number of Sick Days
1	4
2	5
3	6
4	10
5+	12

B. Unused sick leave may be accumulated to a maximum of one hundred eighty (180) days.

C. Teaching assistants shall receive fifteen (15) sick days per year, which if not used, shall be carried over from year to year.

D. Lunch room monitors shall receive four (4) sick days per year, which, if, not used, shall be carried over from year to year.

#### SECTION 3 - PERSONAL LEAVE/BEREAVEMENT LEAVE

Teacher aides will receive three (3) personal leave days each year. All unused personal leave will accrue as sick leave at the end of each fiscal year.

Teaching assistants will receive five (5) personal leave days each year. All unused personal leave will accrue as sick leave at the end of the fiscal year.

There shall be five (5) workdays of leave starting with the day of death with no loss of pay in the event of death of parents, parents of spouse, spouse, brothers, sisters, child, brother-in-law, sister-in-law or grandparents.

This section shall also apply to monitors, and part-time cleaners.

#### SECTION 4 - HOLIDAYS

Aides, monitors, and part-time cleaners will be paid for the following holidays: Christmas, New Year, Memorial Day, Thanksgiving Day, and Martin Luther King, Jr. Day.

#### SECTION 5 - EMERGENCY CLOSING

In the event that schools are closed due to weather emergencies, part-time cleaners and aides will be paid for a maximum of two (2) days. If the opening of school is delayed or if school is closed early, each aide and part-time cleaner shall be guaranteed the regularly assigned number of daily hours of pay.

#### SECTION 6 - WORKERS' COMPENSATION

Any teacher aide, teaching assistant or part-time cleaner who is injured in the course of duty when such injury is deemed compensable by the Workers' Compensation Board shall maintain his/her regular rate of pay. Any money received from the Workers' Compensation Board for salary benefits during this leave will be transferred to the Board of Education.

#### SECTION 7 - SUBSTITUTES

Any teacher aide or teaching assistant who substitutes for a teacher with the approval of a Principal shall be paid at time and one-half (1.5 times) or substitute pay, whichever is higher, for each hour worked. For purposes of this section, it is understood that one class period is equal to one hour.

On days when teacher aides or teaching assistants are required to work in the cafeteria, in addition to substituting for a teacher, the teacher aide or teaching assistant shall be guaranteed an additional one (1) hour's pay at the regular pay of that aide.

Teacher aides and teaching assistants shall be required to act as a substitute in a physical education class only if no physical activity takes place.

#### SECTION 8 - ONE-ON-ONE ASSIGNMENTS

Effective December 1, 2002, aides with one-on-one assignments who perform personal care duties (lifting, feeding, toileting, diaper changing) shall receive a salary premium of two (\$2.00) dollars per hour over the regular aide salary schedule rate whenever they are fulfilling such an assignment. In addition, they will receive appropriate training and clear guidelines regarding lifting students, diapering students, and the handling of body fluids.

**ARTICLE XIII**

**LABOR MANAGEMENT COMMITTEE**

A committee consisting of an equal number of representatives from each side shall be established to meet upon mutual agreement to discuss matters of concern.

**ARTICLE XIV**

**SEPARABILITY**

**SECTION 1 - SEPARABILITY**

If the enactment of legislation, or a determination by a court of final jurisdiction (whether in a proceeding between the parties or one based on a similar state of fact) renders any portion of the Agreement invalid or unenforceable, it shall not affect the validity of the rest of this agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not been originally included herein.

**ARTICLE XV**

**COMPATIBILITY WITH LAW**

**SECTION 1 - COMPATIBILITY WITH LAW**

Notice as provided by Section 204a of the Civil Service Law as amended:

"It is agreed by and between the parties that any provisions of the agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."

**ARTICLE XVI**

**TERM OF AGREEMENT**

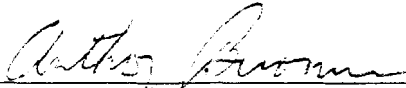
**SECTION 1 - TERM OF AGREEMENT**

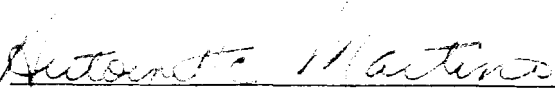
The terms of this Agreement shall be from July 1, 2003 to and including June 30, 2007, and thereafter from year to year unless one party gives notice in writing to the other party that a change is desired.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officers the day and year first above written.

BOARD OF EDUCATION  
TUCKAHOE UNION FREE  
SCHOOL DISTRICT  
65 Siwanoy Boulevard  
Eastchester, N.Y. 10707

CIVIL SERVICE EMPLOYEES'  
ASSOCIATION, LOCAL 1000,  
AFSCME, AFL-CIO, WESTCHESTER  
COUNTY LOCAL 860, TUCKAHOE  
SCHOOL UNIT

  
\_\_\_\_\_  
PRESIDENT

  
\_\_\_\_\_  
ANTOINETTE MARTINO,  
UNIT PRESIDENT

  
\_\_\_\_\_  
SUPERINTENDENT

\_\_\_\_\_  
SHEILA TYLER, CSEA  
LABOR RELATIONS SPECIALIST



## SALARY SCHEDULES 2002 - 2003

(+3.75%)

Step	Sr. Account Clerk	Secretary	Custodian	Nurse	Attendance Clerk	Aide/Monitor
1	41,094	30,467	37,372	31,823	24,209	10.85
2	42,047	31,418	38,799	33,235	25,158	11.52
3	42,989	32,376	40,231	34,646	26,106	12.21
4	43,940	33,363	41,178	36,049	27,043	12.96
5	44,892	34,272	42,131	37,374	28,006	13.68
6	45,846	35,219	43,087		28,955	14.39
7	46,795	36,167	44,036		29,902	15.27
8		37,118			30,853	15.97
9		38,089				16.70
10						17.56

	Part-time Custodian	A.V. Coordinator	Bus Driver
1	10.61	31,418	23,275
2	11.25	32,202	23,855
3	12.00	33,007	24,453
4	12.55	33,831	25,063

### Stipends

High School Head Custodian	2,662
Elementary Head Custodian	2,662
Guidance and CSE Secretary	1,755
Principal and Business Secretary	3,297
Athletic Secretary	1,755

**SALARY SCHEDULES 2003 -2004**  
(+3.5%)

Step	Sr. Account Clerk	Secretary	Custodian	Nurse	Attendance Clerk	Aide/Monitor	Data Analyst
1	42,532	31,533	38,680	32,937	25,056	11.23	49,500
2	43,519	32,518	40,157	34,398	26,039	11.92	50,738
3	44,494	33,509	41,639	35,859	27,020	12.64	52,006
4	45,478	34,531	42,619	37,311	28,004	13.41	53,306
5	46,463	35,472	43,606	38,682	28,986	14.16	54,639
6	47,451	36,452	44,595		29,968	14.89	56,005
7	48,433	37,433	45,577		30,949	15.80	57,405
8		38,417			31,933	16.53	58,840
9		39,422				17.28	60,311
10		40,447				18.17	61,819

	Part-time Custodian	A.V. Coordinator	Bus Driver
1	10.98	32,518	24,090
2	11.64	33,329	24,690
3	12.42	34,162	25,309
4	12.99	35,015	25,940

**Stipends**

High School Head Custodian	2,755
Elementary Head Custodian	2,755
Guidance and CSE Secretary	2,000
Principal and Business Secretary	3,412
Athletic Secretary	2,000

**Longevity**

After 10 Years	757
After 15 Years	757
After 20 Years	757
After 25 Years	757

**SALARY SCHEDULES 2004 -2005**  
(+4.0%)

Step	Sr. Account Clerk	Secretary	Custodian	Nurse	Attendance Clerk	Aide/Monitor	Data Analyst
1	44,233	32,794	40,227	34,254	26,058	11.68	51,480
2	45,260	33,819	41,763	35,774	27,081	12.40	52,768
3	46,274	34,849	43,305	37,293	28,101	13.15	54,086
4	47,297	35,912	44,324	38,803	29,124	13.95	55,438
5	48,322	36,891	45,350	40,229	30,145	14.73	56,825
6	49,349	37,910	46,379		31,167	15.49	58,245
7	50,370	38,930	47,400		32,187	16.43	59,701
8		39,954			33,210	17.19	61,194
9		40,999				17.97	62,723
10		42,065				18.90	64,292

	Part-time Custodian	A.V. Coordinator	Bus Driver
1	11.42	33,819	25,054
2	12.11	34,662	25,678
3	12.92	35,528	26,321
4	13.51	36,416	26,978

**Stipends**

High School Head Custodian	2,865
Elementary Head Custodian	2,865
Guidance and CSE Secretary	2,080
Principal and Business Secretary	3,548
Athletic Secretary	2,080

**Longevity**

After 10 Years	787
After 15 Years	787
After 20 Years	787
After 25 Years	787

## SALARY SCHEDULES 2005 -2006

(+4.0%)

Step	Sr. Account Clerk	Secretary	Custodian	Nurse	Attendance Clerk	Aide/Monitor	Data Analyst
1	46,002	34,106	41,836	35,624	27,100	12.15	53,539
2	47,070	35,172	43,434	37,205	28,164	12.90	54,879
3	48,125	36,243	45,037	38,785	29,225	13.68	56,249
4	49,189	37,348	46,097	40,355	30,289	14.51	57,656
5	50,255	38,367	47,164	41,838	31,351	15.32	59,098
6	51,323	39,426	48,234		32,414	16.11	60,575
7	52,385	40,487	49,296		33,474	17.09	62,089
8		41,552			34,538	17.88	63,642
9		42,639				18.69	65,232
10		43,748				19.66	66,864

	Part-time Custodian	A.V. Coordinator	Bus Driver
1	11.88	35,172	26,056
2	12.59	36,048	26,705
3	13.44	36,949	27,374
4	14.05	37,873	28,057

### Stipends

High School Head Custodian	2,980
Elementary Head Custodian	2,980
Guidance and CSE Secretary	2,163
Principal and Business Secretary	3,690
Athletic Secretary	2,163

### Longevity

After 10 Years	818
After 15 Years	818
After 20 Years	818
After 25 Years	818

## SALARY SCHEDULES 2006 -2007

(+4.0%)

Step	Sr. Account Clerk	Secretary	Custodian	Nurse	Attendance Clerk	Aide/Monitor	Data Analyst
1	47,842	35,470	43,509	37,049	28,184	12.64	55,681
2	48,953	36,579	45,171	38,693	29,291	13.42	57,074
3	50,050	37,693	46,838	40,336	30,394	14.23	58,499
4	51,157	38,842	47,941	41,969	31,501	15.09	59,962
5	52,265	39,902	49,051	43,512	32,605	15.93	61,462
6	53,376	41,003	50,163		33,711	16.75	62,998
7	54,480	42,106	51,268		34,813	17.77	64,573
8		43,214			35,920	18.60	66,188
9		44,345				19.44	67,841
10		45,498				20.45	69,539

	Part-time Custodian	A.V. Coordinator	Bus Driver
1	12.36	36,579	27,098
2	13.09	37,490	27,773
3	13.98	38,427	28,469
4	14.61	39,388	29,179

### Stipends

High School Head Custodian	3,099
Elementary Head Custodian	3,099
Guidance and CSE Secretary	2,250
Principal and Business Secretary	3,838
Athletic Secretary	2,250

### Longevity

After 10 Years	851
After 15 Years	851
After 20 Years	851
After 25 Years	851

### Tuckahoe UFSD Teacher Assistants

STEP	TAS				
	02-03	03-04	04-05	05-06	06-07
1	18,809.00	19,467.00	20,246.00	21,056.00	21,898.00
2	19,302.00	19,978.00	20,777.00	21,608.00	22,472.00
3	19,808.00	20,501.00	21,321.00	22,174.00	23,061.00
4	20,324.00	21,035.00	21,876.00	22,751.00	23,661.00
5	20,858.00	21,588.00	22,452.00	23,350.00	24,284.00
6		22,236.00	23,125.00	24,050.00	25,012.00
7		22,903.00	23,819.00	24,772.00	25,763.00
8		23,590.00	24,534.00	25,515.00	26,536.00
9		24,298.00	25,270.00	26,281.00	27,332.00
10		25,027.00	26,028.00	27,069.00	28,152.00