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AGREEMENT

BY AND BETWEEN THE

**IRVINGTON UNION FREE
SCHOOL DISTRICT**

AND THE

**CIVIL SERVICE
EMPLOYEES**

**ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO**

CSEA

**IRVINGTON UNION FREE
SCHOOL DISTRICT CLERICAL UNIT**

WESTCHESTER COUNTY LOCAL 860

JULY 1, 2003-JUNE 30, 2006

RECEIVED

JUN 04 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

64



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I. ARTICLE I - RECOGNITION

RECOGNITION OF NEGOTIATION UNIT - The Board of Education of the Irvington Union Free School District, having determined that The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Non-Instructional Unit hereby recognizes the above Association as the exclusive negotiating agent for the clerical staff members, teacher aides and computer aides of the District. Such recognition shall extend until the maximum period by law. The Board agrees not to negotiate with any other organization other than the aforementioned Association for the duration of this Agreement.

II. ARTICLE II - DUES DEDUCTION/AGENCY SHOP DEDUCTION

A) The Board agrees to deduct from the salary of all employees who are members of the Association covered by this Agreement, CSEA dues of the local unit, Life Insurance and Sick and Accident Premiums and Credit Union as chosen by the CSEA Unit for those who voluntarily and individually authorize the Board to deduct and transmit these monies to the Association. Employees authorization shall be in writing and in a manner consistent with law.

B) Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted monthly to the Association.

C) Employees who so desire may also have deductions for the CSEA Master Plan taken from their paychecks.

D) Deductions authorized by any employee shall continue as authorization unless or until such employee notifies the Board as to his or her desire to discontinue or to change authorization in writing.

E) Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Board in triplicate. One copy shall be retained by the Board, one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, and one copy shall be forwarded to the Westchester County Local 860, 595 West Hartsdale Avenue, White Plains, NY 10603.

F) The Civil Service Employees Association, Inc. assumes full responsibility for the disposition of the funds so deducted once they are turned over.

G) Agency Shop Fee

The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit, shall have deductions made by the employer from the wages or salaries of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees

Association, Inc. The employer shall make such deductions and transmit the amounts so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

III. ARTICLE III - SALARY SCHEDULE

Effective July 1, 2003, there shall be a 3.25% salary increase on the salary schedule as of June 30, 2003.

Effective July 1, 2004, there shall be a 3.25% salary increase on the salary schedule as of June 30, 2004.

Effective July 1, 2005, there shall be a 3.25% salary increase on the salary schedule as of June 30, 2005.

The complete salary schedule shall be attached to this Agreement as Appendix "C".

IV. ARTICLE IV - CAREER INCREMENT

Effective on anniversary date will be paid to employees as follows:

After ten (10) years of service, all employees will receive a \$850 increment.

After fifteen (15) years of service all employees will receive an additional \$1000 career increment.

Any employee who has worked a six (6) or seven (7) hour day for the last seven (7) years, but not less than four (4) hours in any one of the ten (10) years of service is entitled to the career increment. Career increment should be prorated for ten (10) month employees.

Effective July 1, 1993, the above career increments shall be increased by an additional \$125 to become after 10 years of service \$725, after 15 years of service \$875.

Effective July 1, 1994, the above career increments shall be increased by an additional \$125 to become after 10 years of service \$850, after 15 years of service \$1000.

V. ARTICLE V - STARTING SALARY

The starting salary in each case will be determined by the Superintendent of Schools with the approval of the Board of Education. The step a person is hired upon will be predicated on experience and any person on the staff with comparable experience beneath this step will be automatically raised to this step within the schedule.

VI. ARTICLE VI - INCREMENTS

Advancement of incremental steps will be subject to review of the Business Administrator and Building Principal and submitted to the Superintendent of Schools for approval by the Board of Education.

If the Board fails to approve a step advancement by June 15, or if the employee is dissatisfied with the recommendation or the Board's decision, the employee may submit to the Board by the following July 15, a written request for a review of such

recommendation or decision by an arbitration panel composed of one (1) representative of the CSEA, one (1) representative of the Board, and a Chairman appointed by the American Arbitration Association. Panel shall be designated within thirty (30) days of such request.

Such panel shall conduct a hearing and report to the Board and the employee in writing as to whether it believes there was just cause for the recommendation or decision in question, but such report shall be final and binding on all parties.

VII. ARTICLE VII – PROMOTIONS

If an employee is appointed to, reallocated to or promoted to a position with a higher scale, he or she shall be paid the lowest scale step in the higher scale which is not less than his or her present scale, or at the discretion of the administrator, be offered any higher step up to the corresponding step of the present title.

VIII. ARTICLE VIII – OVERTIME

Overtime (any time worked in excess of seven (7) hours per day) must be authorized in advance by the Business Administrator and should be paid at the rate of time and one-half the regular rate of pay or by compensatory time. Compensatory time must be scheduled in advance with the approval of the Business Administrator.

Any employee working in excess of the normal work day but up to and including seven (7) hours per day will be paid the regular rate of pay and must be authorized by the Business Administrator.

IX. ARTICLE IX - SUBSTITUTE CALLING

Effective July 1, 2000, a yearly payment of \$10,000 will be divided, as determined by the District in consultation with the CSEA, among the employees who call for substitute teachers. Any employee designated by the School Principal will have a telephone placed in his or her home to be used only for substitute calling. For the Dows Lane, Main Street, Middle and High School, the District will consider the size of the staff and projected number of calls among other factors in making the allocation.

X. ARTICLE X - HOURS OF WORK

A) The High School Principle Typist, Secretary to the Principal, Payroll Clerk, Attendance Clerk, Account Clerk and all typists will work a forty (40) hour week, eight (8) hours per day, Monday through Friday, including one (1) hour a day for lunch.

B) Teacher Aides and Library Clerks will work a seven (7) hour day from September 1 to June 30.

C) ~~School Aides will work six (6) hours per day from September 1 to June 30.~~

- D) Each employee will receive a fifteen (15) minute morning break.
- E) Summer hours - from July 1 to August 31 of each year all twelve (12) month employees shall work a thirty-two and one-half (32-1/2) hour workweek.
- F) Early dismissal due to inclement weather (after the children have cleared the building): the non-teaching staff is free to go with the approval of the immediate supervisor.

XI. ARTICLE XI - VACATION AND HOLIDAYS

A) School holidays and recesses falling within the school year shall be counted as time off with pay in the same manner as for the teaching staff.

1. The telephone operator may be needed during the holidays and, if required, will be expected to work. If this becomes the case, she will be paid time and one-half at the regular rate of pay for all hours worked.

B) Vacations should be taken from July 1 through August 31, with the approval of the immediate supervisor and the Business Administrator.

1. Ten (10) month employees are for the school year only, and thus do not include any summer vacation provisions.

C) July 1st shall be considered the commencement date for determining "year of service" in any of the following requirements.

1. After the completion of one (1) year of service, an employee shall be entitled to two (2) weeks vacation.

2. After the completion of five (5) years of service, an employee is entitled to three (3) weeks vacation. The third week may be taken at the employee's discretion with the approval of the immediate supervisor.

3. An employee with over two (2) year's service, who terminates his or her employment voluntarily, shall be entitled to the cash equivalent of 5/6 of one (1) day's wage for each calendar month from July 1 preceding the date of termination through the effective date of the employee's resignation.

4. An employee with less than one (1) year's service shall receive a vacation of 5/6 of one (1) day for each full calendar month of employment, provided such employee is employed at the time such vacation is taken.

5. If a vacation period includes a holiday normally celebrated on a day other than Saturday or Sunday, the employee may extend his or her vacation by such day or days.

XII. ARTICLE XII - ABSENCES - LEAVE

A. Illness

Absence allowance due to illness in any one school year will be as follows:

<u>12-Month Employee</u>	<u>10-Month Employee</u>
1 st year of employment - 6 days	6 days
2 nd year of employment - 9 days	8 days
3 rd year of employment - <u>13 days</u>	<u>10-1/2 days</u>

To reflect District Practice, Sick Leave Accumulation Shall Be Unlimited

A non-cumulative reserve of thirty (30) working days will be available to each employee for an extended illness. This reserve can be utilized only once by each employee. Extended illness shall mean illness or disability for thirty (30) or more working days. This reserve shall be in effect only after accumulated sick leave has been used up. Thereafter, the employee will receive the difference between his salary and the amount paid for a substitute until long term disability insurance becomes effective.

1. When a part-time employee is absent from his work hours, he or she is considered to be absent for a full workday.
2. An employee who has been absent for illness for ten (10) consecutive workdays shall be examined by the school physician within three (3) days prior to his or her return to duty. The school physician shall certify to the Board of Education, in writing, that said employee is physically capable of resuming his or her duties. All employees upon returning to duty shall submit a doctor's certificate for the employee's illness.
3. Newly appointed ten (10) month employees will be allowed fourteen (14) sick days and newly appointed twelve (12) month employees will be allowed fifteen (15) sick days before any loss of pay. This allowance covers the first two years of service in Irvington, and if an employee leaves the District in less than two (2) years, having used more than this allowance, his or her salary will be adjusted accordingly.
4. If an employee is absent from work due to an injury as defined in the Workers' Compensation Law, there shall be no loss to the employee of the sick leave benefits he/she would have normally received. This shall not supersede any rights the Board may have under Civil Service Law including Civil Service Law Section 72.

B) Absence Other Than Illness

1. Personal Leave

Absence for personal business days in any one school year will be as follows:

- a) First year - one (1) day without reason; one (1) day with reason.
- b) Second year - two (2) days without reason; two (2) days with reason.
- c) Third year - three (3) days without reason; two (2) days with reason.
- d) Personal leave will be prorated for new employees.

Personal business matters must have prior permission and are not charged to sick leave. All unused leave shall be credited to sick leave at the end of each fiscal year.

2. Family Illness - Death in Family

Three (3) days additional leave with no deduction in pay for illness in the immediate family and three (3) days additional leave with no deduction in pay for death in the immediate family will be provided. These days will neither be accumulated nor deducted from sick leave. The immediate family is herein defined as father, mother, brother, sister, son, daughter, husband or wife, grandparents, father-and mother-in-law, brother-and sister-in-law.

3. Jury Duty

An employee who is called for jury duty will receive his or her regular salary and will have no time deducted from his or her sick and/or personal days. However, if an employee receives jury duty pay for a workday, he or she will turn that amount over to the District, less the amount paid for travel expenses.

C) Leave of Absence

1. Leave of Absence may be requested without pay for a valid reason.

D) Maternity Leave

1. A Maternity Leave without pay shall be granted by the Board of Education upon request. It shall last no more than one (1) year. An additional year may be granted with Board approval.

An employee granted a leave shall give four (4) weeks notice of intent to return, and upon return shall receive the same salary as at the start of the leave.

XIII. ARTICLE XIII - GRIEVANCE PROCEDURE

Every employee of the school district has the right to request a meeting with administration to resolve operational problems and differences. This grievance policy shall become Appendix A of this document.

XIV. ARTICLE XIV - PERSONNEL FILES

In the event any evaluation or comments are added to the personnel file of any of the non-teaching personnel in this unit, a copy is to be sent to that employee and he or she shall have the opportunity to respond to the statements.

No item will be placed in an employee's personnel file until it has been signed by the employee, unless the employee has failed to sign the item within 10 working days after the item has been submitted to the employee for signature.

Signature means only that the employee has seen the item, not necessarily that he or she agrees with it. Submission for signature will be done by Certified Mail, Return Receipt, to the employee's address as listed in District records, unless the employee wishes to sign the item promptly upon in-person submission by an Administrator.

XV. ARTICLE XV - EMPLOYEE PROTECTION

A. Upon the completion of a probationary period of ¹²~~six (6)~~ months, which may be extended to one (1) year at the District's discretion upon two (2) weeks notification to the employee, all non-competitive and labor class employees shall be afforded the same rights as competitive employees under Section 75 of the Civil Service Law as it relates to removal and/or suspension. During such probationary period, the employment of the probationary employee may be terminated by the Board in accordance with law.

B. If a part-time employee accepts a new full-time position and has three years District service at the time he/she accepts the full-time position and is later laid off, the employee will be entitled to a part-time position based upon seniority in the District. Notwithstanding the above, no employee's seniority rights under Civil Service Law shall be adversely affected.

XVI. ARTICLE XVI - EMPLOYEE BENEFITS

A. Retirement - See Appendix B

The Board will provide Plan 75i, Death Benefit 60B, and Section 41J of the New York State Employees Retirement System. Attached as an Appendix is summary of such provisions. In the event of any difference between such summary and the actual statutory provisions, the latter shall govern.

B. Life Insurance

The Board will pay the full cost of \$70,000 term life insurance for all employees working at least twenty (20) hours per week.

C. Disability Insurance

The Board will pay the full cost of a long-term disability insurance policy for all employees working at least thirty (30) hours per week. Such policy shall include a ninety (90) day waiting period with sixty (60) percent income payable to age sixty-five (65) due to disability resulting from sickness or accident.

If an employee has sick days remaining at the time long term disability becomes effective, he or she may choose to have the Board pay the difference between his or her full salary and the Insurance Company payment of sixty percent (60%). If the Board pays the forty (40) percent difference, the remaining accumulated sick leave will be reduced on a pro-rata basis.

D. Health Insurance

The Board will pay all premiums in the State-Wide Schools Cooperative Health Plan for all employees working at least twenty (20) hours a week, and their dependents.

The Board, at its option, may change carriers and select one or more insurance companies to provide health insurance coverage. The substitute carrier shall provide a substantially similar overall benefit package to that provided by SWSCHP. However, the Board may change co-pays and deductibles moderately for cost savings. The Board will provide four (4) month's notice of any change in carrier to provide opportunity for discussion by the parties. If the Irvington Clerical Unit feels the changes are other than moderate in nature, it may submit the matter to expedited arbitration.

In addition, all retired employees with ten (10) full-time years of service in the Irvington Schools, and their spouses shall receive the same coverage. A retired employee has the option to cover any additional cost for coverage of dependents whom the employee wishes to include subject to the terms of the insurance plan in effect.

1. Employees with family coverage shall contribute toward annual health insurance premiums as follows: Effective July 1, 2002 - \$400

2. Employees with individual coverage shall contribute toward annual health insurance premiums as follows: Effective July 1, 2002 - \$225

Contributions to the cost of premiums will be made through biweekly payroll deductions.

For part-time employees (employees who work less than 20 hours per week) who elect to participate, the Board will pay a prorated portion of the premium paid by the Board, prorated according to their part-time employment, and the employee must pay the remaining amount or the contribution applicable to full-time employees, whichever is higher.

E. Dental and Optical Insurance

Effective July 1, 2002 the Board shall contribute \$800 per employee towards the Employee Benefit Fund.

F. Employee Transfer

Regular ten-month (10) employees who transfer to twelve (12) month positions will receive full credit for all years of service.

G. Employee Resignation

Any employee who resigns but is reinstated within one (1) year shall receive all benefits he or she would have normally earned (i.e. sick leave, personal leave, vacation, etc.) had the employee not resigned.

H. Job Openings

Subject to the provisions of the Civil Service Law, employees shall have the first option to bid on such positions before outside help is considered. The employee shall submit his or her request for consideration to the Business Administration and Superintendent. Selection of employee applications will be based on seniority and qualifications and may also include successfully passing written and/or oral aptitude tests or actual performance tests administered uniformly to all applicants.

I. Board Obligations

As vacancies occur or different job opportunities are opened in the school system and the Board feels it necessary to fill such vacancy or job openings, a notice will be posted that the vacancy or job opening exists. During the summer months, all postings of vacancies or job openings will be mailed to the Union President.

J. Out-of-Title

Any employee required by the appropriate supervisor, in writing, to work out-of-title at a higher rate of pay for more than ten (10) consecutive working days shall receive the higher rate on the same step in the higher title retroactive to the first (1st) day.

After the equivalent of five (5) days in the elementary school or twenty-five (25) periods at the Middle School or High School, any employee substituting for the regular teacher due to the absence of the teacher will be paid, in addition to his/her normal pay, one-half of the entry level daily itinerant substitute teacher pay pro-rata.

K. Payments in Lieu of Health Insurance

Full-time employees who are currently receiving family health insurance from the District and new full-time employees when first eligible for family health insurance and who opt out of the District's health insurance program for at least one year, shall receive a cash payment of \$3,500 or 50% of premium, whichever is greater, for the year they opt out of the health insurance program.

XVII. ARTICLE XVII - ASSOCIATION RIGHTS

A. The President of the Westchester Local 860 of the Civil Service Employees Association, Inc. or his or her designated agent or the designated Labor Relations Representative, shall have a right to visit facilities of the employer for the purpose of adjusting grievances.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business directly to the administration of this Agreement on school property during the work day, but at reasonable times and in a reasonable manner that shall not interfere with or interrupt work of the individual duties and responsibilities of such representatives of school employees.

The Association shall certify to the Board the names of its authorized representatives and the staff field representatives and the area in which their representation is effective. Should such representative not be available at a time when his or her services are required, an alternate designee may be named.

C. All Association members shall be allowed one (1) hour of work time a month for Association meetings which are to be held on or after 2:00 P.M. and shall be allowed the use of a district building to conduct such meeting.

D. The Association shall have the right to post notices and other communications dealing with proper and legal Association business on bulletin boards maintained on the premises and facilities of the Board reserved in an accessible place in each building for the exclusive use of the Association. These boards shall be paid for by the Association.

E. The President of the Association shall be notified of all new employees, and shall have the right to inform such employees of the Union and available benefits and to distribute relevant materials.

F. The President of the Association or his or her designated alternate may be given up to two (2) days off with pay in any year to attend CSEA conventions.

G. Pay Checks

Each ten (10) month employee will choose either a twenty-one (21) or twenty-five (25) pay check package by the end of the previous school year, in writing. Twenty-five pay checks will result in a balloon check at the end of June.

XVIII. ARTICLE XVIII - MANAGEMENT OF THE SCHOOL DISTRICT

The Union agrees that the management of the School District and the direction of the working forces in their normal duties shall be the sole discretion and is the sole responsibility of the Board, and agrees that all management rights (except as specifically limited by any of the provisions of this Agreement) are reserved to the Board, including among others, the right to hire new employees in accordance with the Civil Service Law, to promote, transfer, to discipline for just cause, or suspend for just cause, or discharge for just cause consistent with Civil Service Law, to assign work, to schedule employees' scheduled workweek or the working hours thereof, to lay off employees consistent with Civil Service Law. The Union further agrees that the enumerated management rights and powers shall not be deemed to exclude other management rights and powers not specifically enumerated herein.

XIX. ARTICLE XIX - PREVIOUS PRACTICE CLAUSE

All conditions of employment which have been in practice and are open and notorious within the District shall be maintained for the life of this contract except as provided by the express terms and conditions of this contract.

XX. ARTICLE XX - COURSE OF STUDY

Any employee who desires to undertake courses of study designed to enhance the ability of his/her job classification shall receive full reimbursement for tuition and books upon successful completion of the course(s), subject to the prior approval of the Board of Education.

XXI. ARTICLE XXI - MANDATORY PROVISIONS

Notice as provided by Section 204-A of the New York State Public Employees' Fair Employment Act:

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

XXII. ARTICLE XXII - LABOR/MANAGEMENT COMMITTEE

There will be a Labor/Management Committee consisting of representatives of the CSEA and the Board of Education. The purpose of such committee will be for a full discussion of any matter excluding grievances or negotiations.

XXIII. TERM OF AGREEMENT

The provisions of this Agreement shall become effective July 1, 2003, and shall remain in full force and effect through June 30, 2006.

Stephanie Zayas
CSEA
CLERICAL UNIT PRESIDENT

Frank P. Delaney
IRVINGTON BOARD OF EDUCATION

Amy Carson
CSEA LABOR RELATIONS SPECIALIST

DATE: 2/15/05

DATE: 2/15/05

APPENDIX "A"

GRIEVANCE PROCEDURE

I. GRIEVANCE

The Board of Education of Irvington Union Free School District and the CSEA do hereby establish and adopt the following procedures for the orderly settlement of any grievance of all non-teaching employees covered by this Agreement.

II. DECLARATION OF POLICY

It is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of any differences, promptly and fairly, as they arise and to assure equitable and proper treatment of the members of the bargaining unit pursuant to established rules, regulations and policies of the District.

A) DEFINITIONS

1. Non-teaching Employee shall mean an employee or group of employees similarly situated in the bargaining unit.
2. Supervisor shall mean the person to whom the said employee is directly responsible.
3. Chief Administrator shall mean the Superintendent.
4. Representative shall mean the person or persons designated by the aggrieved employee as his or her counsel or to act and speak on his or her behalf.
5. Committee shall mean the CSEA Grievance Committee.
6. Grievance shall mean any claimed violation, misrepresentation or inequitable application of the Collective Bargaining Agreement.

B) BASIC PRINCIPLES

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. A non-teaching employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal. All hearings held prior to the review stage shall be strictly confidential.
3. Said employee shall have the right to be represented at any stage of the procedures by a person or persons of his or her own choice and/or by the Grievance Committee of the CSEA. All meetings held to resolve a grievance shall be open to the representatives of the aggrieved employee.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. It shall be the responsibility of the Chief Administrator to take such steps as may be necessary to give force and effect to these procedures. Each supervisor shall have the responsibility to consider promptly each grievance presented to him or her and make a determination within the authority delegated to him or her within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies, which relate to or affect the employee in the performance of his or her assignment. These procedures are not designed to be used for changing such rules or establishing new ones.

III. PROCEDURES

Step 1

Within 30 calendar days of the date on which the act or omission actually occurred or when the employee or Union reasonably should have become aware of the act or omission, a written grievance shall be submitted by the employee or Union to the employee's immediate supervisor. The supervisor shall be allowed up to ten (10) calendar days in which to respond in writing. Failure to file a grievance within the time period shall constitute a waiver of a grievance unless mutually extended by the parties.

Step 2

Within ten (10) calendar days of the receipt of the previous response, the employee or Union may file a written appeal of such decision to the Superintendent of Schools (or designated representative). The Superintendent of Schools shall be allowed up to ten (10) calendar days in which to respond in writing.

Step 3

Within ten (10) calendar days of the receipt of the Step 2 determination, the employee(s) or Union, may request a meeting of representatives of the Board of Education for review and determination. The meeting shall be held within thirty (30) calendar days of the date of the request and a determination shall be rendered within five (5) calendar days of the date of the meeting.

Step 4

Within thirty (30) calendar days of the receipt of the Step 3 determination, the Union shall have the right to file a written Demand for Arbitration to the American Arbitration Association with a copy to the Clerk of the Board of Education, indicating a desire to proceed to final and binding arbitration.

The Arbitrator shall be selected in accordance with the rules of the American Arbitration Association (AAA).

The cost of the Arbitrator shall be divided equally between the parties.

The Arbitrator shall not have authority to change or modify the Agreement.

APPENDIX B

EMPLOYEE BENEFITS

SECTION 75i - RETIREMENT

TIER I

Members are not required to contribute. Minimum retirement age is fifty-five (55). When a member retires with twenty (20) or more years of service, the retirement allowance (including annuity purchased by any Age Sixty (60) Plan Member contributions for service before April 1, 1960) is 1/50th of FAS for each year of service. The pension portion of this allowance cannot exceed seventy-five percent (75%) of FAS. (Members with fewer than twenty (20) years of service retire under the provisions of Section 75-e.)

TIER II

Normal retirement age is sixty-two (62). Members are not required to contribute. When a member retires with twenty (20) or more years of service, the retirement allowance (including annuity purchased by any Age Sixty (60) Plan Member contributions for service before April 1, 1960) is 1/50th of FAS for each year of service. (Members with fewer than twenty (20) years service retire under the provisions of Section 74-e.)

TIER III

You must contribute three (3) percent of your wages toward the support of retirement benefits. Contributions are not required after you have contributed for thirty (30) years.

A Tier III member must render at least ten (10) years of creditable service after July 1, 1973 and attain age sixty-two (62) in order to be eligible for a service retirement benefit.

If you have previously been a member of a public retirement system in New York, you must accumulate a total of ten (10) years of service which is creditable under CO-ESC (at least five (5) years of which is served after July 1, 1976) and attain age sixty-two (62) to qualify for a service retirement benefit.

NORMAL SERVICE RETIREMENT BENEFIT

If you retire at age sixty-two (62) with twenty (20) or more years of service, the normal service retirement benefit is a pension of 1/50th of your final average salary

times your years of credited service (up to thirty (30) years) less fifty (50) percent of the CO-ESC/Social Security retirement benefit.

If you retire at age sixty-two (62) or later with fewer than twenty (20) years of service, the normal service retirement benefit is a pension of $1/60^{\text{th}}$ of your final average salary times your years of credited service.

EARLY SERVICE RETIREMENT BENEFIT

This benefit, not payable before age fifty-five (55) is calculated as either of the above, without the Social Security reduction, and is reduced by $1/15^{\text{th}}$ for each of the first two (2) years by which retirement precedes age sixty (60).

At age sixty-two (62) the benefit is further reduced by fifty (50) percent of the CO-ESC/Social Security retirement benefit.

TIER IV

Article 15 - Those who joined or rejoined the Retirement System on or after September 1, 1983.

A Tier IV member must have ten (10) or more years of credited service and be sixty-two (62) years of age or older in order to be eligible for a service retirement benefit. You are required to contribute three (3) percent of your gross salary.

With ten (10) years of service credit you are vested.

SERVICE RETIREMENT ALLOWANCE

If you retire with twenty-five (25) years or more of service, your retirement benefit will equal two (2) percent of your final average salary multiplied by your years of credited service (not to exceed thirty (30) years) plus one and one-half (1.5) percent of your final average salary for years of service beyond thirty (30).

If you retire with fewer than twenty-five (25) years of service, your service retirement benefit will equal 1.66% of your final average salary multiplied by total years of credited service.

DEATH BENEFIT

One month's salary for each year of credited service to a maximum of thirty-six (36) years.

SECTION 41J

TIER I, II, III

This applies if the earning and accumulation of sick leave (prior to members retirement) were authorized by law, rule, regulation, written order or written policy. Allowable unused sick leave credit is limited to one hundred sixty-five (165) days and is applied as additional service credit on a calendar day basis. This time cannot be used to qualify a member for a benefit.

SECTION 60B

TIER I

This guaranteed minimum death benefit is applicable to members who die while in service, last joined or rejoined a public retirement system before July 1, 1973, last entered or re-entered the employ or a participating employer prior to April 1, 1982 and were in such employment on March 31, 1982, were under age sixty (60) when they began that employment, had at least ninety (90) days of continuous service within the fifteen (15) months preceding death.

In addition to the requirements for members who die while in service certain additional requirements must be met by a member not receiving salary on the date of death. Such a member must have had credit for at least one (1) year continuous service immediately before leaving employment, been employed within the twelve (12) months preceding death and not been otherwise gainfully employed. This death benefit is paid in place of the regular ordinary death benefit unless the regular benefit is greater. (In the event of accidental death, the accidental death benefit is payable.)

TIER II

One (1) times one (1) year's salary after one (1) year service, two (2) times one (1) year's salary after two (2) months, three (3) times one (1) year's salary after three (3) or more years of service.

TIER III

Benefit equal to $1/12^{\text{th}}$ of the last year's salary for each credited year of service up to thirty-six (36) years. This benefit will be paid to the beneficiary or beneficiaries named by the member.

IRVINGTON UNION FREE SCHOOL DISTRICT
Non-Instructional (Clerical) Negotiating Unit
CLERICAL SALARY SCHEDULES

07/01/2003-06/30/2004(+3.25%)

Step	Jr. Acct.	Sec. to Princ. Typist	Office Asst. Auto. Sys. Sr. Acct Clerk Payroll Clerk	Acct Clerk	Sr. Typist	Typist Tele. Op.	Office Asst. Atten.	Library Clerk	Teacher Aide	Clerk 7 Hours	School Aide 6 Hours	Computer Aide
1	42,710	35,621	34,454	33,285	33,273	30,315	25,000	24,100	19,534	19,544	15,885	27,120
2	44,756	37,668	36,498	35,336	34,727	31,776	26,250	25,475	20,786	20,676	16,574	
3	46,797	39,707	38,537	37,375	36,177	33,225	27,563	26,852	22,037	21,706	17,284	
4	48,840	41,752	40,584	39,421	37,635	34,688	28,941	28,226	23,286	22,786	17,994	
5	50,888	43,797	42,628	41,466	39,097	36,152	30,388	29,573	24,533	23,863	18,707	
6	52,929	45,840	44,672	43,509	40,549	37,612	31,907	30,992	25,803	24,948	19,415	
7	55,583	48,493	47,529	46,575	42,918	39,887	33,502	33,039	27,661	26,615	20,580	

**Irvington Union Free School District
Non-Instructional (Clerical) Negotiating Unit
CLERICAL SALARY SCHEDULES**

07/01/2004-06/30/2005 (+3.25%)

Step	Jr. Acct	Sec. to Princ. Typist	Office Asst. Auto. Sys. Sr. acct. clerk payroll clerk	Acct clerk	Sr. Typist	Typist Tele. Op.	Office Asst. Atten.	Library clerk	Teacher aide	Clerk 7 hours	School aide 6 hours	Computer aide
1	44,098	36,779	35,573	34,367	34,354	31,300	25,813	24,884	20,169	20,179	16,401	28,001
2	46,211	38,893	37,684	36,485	35,855	32,808	27,103	26,303	21,462	21,348	17,112	
3	48,318	40,997	39,790	38,590	37,353	34,305	28,459	27,724	22,753	22,411	17,846	
	50,428	43,109	41,903	40,703	38,858	35,815	29,882	29,144	24,043	23,527	18,579	
5	52,542	45,221	44,013	42,813	40,368	37,327	31,376	30,534	25,331	24,638	19,315	
6	54,649	47,330	46,124	44,923	41,866	38,835	32,944	32,000	26,642	25,759	20,046	
7	57,389	50,069	49,074	48,088	44,313	41,184	34,591	34,113	28,560	27,480	21,249	

**Irvington Union Free School District
Non-Instructional (Clerical) Negotiating Unit
CLERICAL SALARY SCHEDULES**

07/01/2005-06/30/2006 (+3.25%)

Step	Jr. Acct.	Sec. to Princ. Typist	Office Asst. Auto. Sys. Sr. Acct. Clerk payroll Clerk	Acct. Clerk	Sr. Typist	Typist Tele. Op.	Office Asst. Atten.	Library Clerk	Teacher Aide	Clerk 7 hours	School Aide 6 hours	Computer aide
1	45,532	37,974	36,730	35,484	35,471	32,318	26,651	25,692	20,824	20,835	16,934	28,911
2	47,713	40,157	38,909	37,671	37,021	33,875	27,984	27,158	22,160	22,041	17,668	
3	49,889	42,330	41,083	39,844	38,567	35,420	29,384	28,625	23,493	23,140	18,426	
4	52,067	44,510	43,265	42,025	40,121	36,979	30,853	30,091	24,824	24,291	19,183	
5	54,250	46,691	45,444	44,205	41,680	38,540	32,395	31,526	26,154	25,439	19,943	
6	56,425	48,869	47,623	46,383	43,227	40,097	34,015	33,040	27,508	26,596	20,697	
7	59,254	51,697	50,669	49,651	45,753	42,522	35,715	35,221	29,488	28,373	21,939	