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Middletown Enlarged City School
District And Csea Local 836
(Custodial Unit)

COLLECTIVE NEGOTIATIONS AGREEMENT
BY AND BETWEEN
THE ENLARGED CITY SCHOOL DISTRICT OF
THE CITY OF MIDDLETOWN
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO,
ORANGE COUNTY LOCAL 836, MIDDLETOWN SCHOOL UNIT.
JULY 1, 2003 – JUNE 30, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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INTRODUCTION

AGREEMENT by and between the Enlarged City School District of the City of Middletown (hereinafter referred to as the "DISTRICT") and the Civil Service Employees Association, Inc., Local 1000, American Federation of State, County and Municipal Employees, Orange County Local 836, Middletown School Unit, AFL-CIO (the "UNION").

ARTICLE I

RECOGNITION AND DUES DEDUCTION

SECTION 1 – RECOGNITION

A. The District recognizes the Union as the sole and exclusive representative for all full-time custodial and maintenance employees consisting of the classifications listed and all temporary employees who work more than three (3) months annually (excluding substitutes). New classifications may be added as needed including, but not limited to: M&E Supervisor, HVAC/R Tech, and HVAC/R Mechanic.

Head Custodian	Electrician	Painter
Custodian	Mason	Head Groundsman
Cleaner	Mechanic/Welder	Truck Driver
Groundsman	Plumber	Courier
Maintenance Helper	Stores Clerk	
Carpenter	Utilityman	

B. The Union and District recognize that at various times during the course of the year the District may require temporary employees in the Buildings and Grounds department. The Union does not represent any substitute employees or temporary employees who work less than three (3) months annually. The District can hire temporary employees to fill positions created by absenteeism or vacancies of full time employees.

The hiring of temporary employees to perform unit work shall not result in the reduction of unit positions or the growth of non-unit positions.

SECTION 2 – DUES DEDUCTION – AGENCY SHOP FEE

A. The District shall deduct from the wages of employees and remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, or its designated agents, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction.

B. Commencing the first payroll period after the beginning of their employment, all employees covered by this Agreement shall be required to pay to the Union an Agency Shop Fee equivalent to the current membership dues. The District shall make deductions from the wages of such employees in the amounts designated as Agency Shop Fee deductions, and shall remit such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany New York 12210. The District agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for employees in this unit.

C. The Association shall indemnify and save and hold the District and any and all of its employees, representatives, officers and/or members of the Board of Education (collectively “employees”) harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the District or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or State law. In addition, the

Association shall reimburse the District for any and all legal expenses associated with the defense of any such claim, demand or suit.

ARTICLE II

COMPENSATION

SECTION 1 – SALARY SCHEDULES

The salary schedules for the 2003-2004, 2004-2005, 2005-2006, and 2006-2007 school years shall be as per Appendix "B".

SECTION 2 – STEP MOVEMENT

A unit member must be employed for at least one-half (1/2) of the normal work year prior to July 1 to be eligible for the next annual step movement. For twelve-month employees, the hire date must be between July 1 and December 31 to be eligible to receive step movement on the next July 1. A 12 month employee hired on or after January 1 will not be eligible for step movement the following July 1.

SECTION 3 – SERVICE INCREMENT

A maximum of five (5) service increments will be awarded: \$500 at the end of five (5) years of service; \$500 at the beginning of ten (10) years of service; \$550 at the beginning of fifteen (15) years of service; \$550 at the beginning of twenty (20) years of service; and \$550 at the beginning of twenty-five (25) years of service in the District. These service increments are cumulative and the maximum in total service increments is \$2650 and has no relationship to the step placement on the salary schedule. Service increments are paid yearly, are reflected in the annual salary as of the District's fiscal year, July 1, and are paid in accordance with Appendix D.

SECTION 4 – PREMIUM PAY – OVERTIME

A. All hours worked in excess of forty (40) hours in a workweek shall be paid at the rate of time and one-half the normal rate. Hours worked beyond eight (8) hours a day will be at the rate of time and one half. All hours worked on a Saturday will be at the rate of time and one-half. Hours worked on Sundays and holidays will be paid at the rate of double time. Exceptions to this are Asbestos Abatement work, Building Checks, and Tuesday – Saturday workweek.

B. The District will make every reasonable effort to rotate overtime by seniority among qualified employees in each job classification. The exception is when an employee has started the work during his/her regular work hours. That employee will have the first opportunity to finish the job. A seniority list will be made per building. The District will make every reasonable effort to notify employees as early as possible when overtime is available.

C. All employees will submit the appropriate overtime form for payment. The District must inform the employee and the Union, in writing, if any overtime payment is in question.

SECTION 5 – AFTERNOON AND EVENING DIFFERENTIAL

Any employee in full-time work wherein a majority of their eight (8) hour workday falls between the hours of 3:00 P.M. and 7:00 A.M. will be paid an annual shift differential of \$500 paid proportionately in each pay period. Effective July 1, 2004, this amount shall be increased to \$600 per year; effective July 1, 2005, this amount shall be increased to \$700 per year; and effective July 1, 2006, this amount shall be increased to

\$800 per year. The above shift differentials are outlined in Appendix C and shall be part of the employee's salary.

SECTION 6 – MINIMUM REPORT TIME

When an employee is called in to work, aside from scheduled overtime other than the regular work schedule, a minimum of four (4) hours shall be paid at the applicable overtime rate, except when circumstances covered by other agreement articles say that minimum report time does not apply. In circumstances when an employee is called back for the same type of work at the same building, there must be a minimum of two hours between call ins to qualify for a second 4 hour minimum call in for a maximum of 2 call ins per 24 hour period. For different type of work or building locations, there will be no minimum time between call in for a second call in payment.

SECTION 7 – BUILDING CHECKS

Head Custodians and Custodians responsible for building checks made on the weekends and holidays shall be paid at the rate of time and one-half for each hour worked. In no event will overtime pay be less than one hour for each building check. In the event a Head Custodian or Custodian is unable to perform the building check, the building check will be performed, on a rotational basis, by a qualified unit member from a pre-approved list which was formed by the Superintendent of Buildings and Grounds, the Head Custodian or Custodian, and a representative of the Union.

SECTION 8 – DUTY CLASSIFICATION

Whenever an employee works at a duty in a higher paid classification beyond the scope of his civil service employment duty statement for thirty (30) accumulated full work hours, worked at no less than full hour blocks of time, the employee shall be paid at the

higher classification rate for the first hour beyond thirty (30) and for all hours continued to be worked in that higher classification. The employee shall also receive the determined rate differential retroactive to the first hour of the thirty (30) hour accumulation, payable in the payroll after the next payroll report period.

This provision will be implemented annually at the inception date of the employee contract, concurrent with the District's fiscal year.

Whenever an employee is required to work in a civil service classification higher than the classification to which the employee is assigned for a period of more than fifty (50%) percent of the time worked over a six (6) month consecutive period of time, such employee shall be promoted to such higher classification if qualified. This shall be implemented over the term of this assignment.

Any salary conversion to this rate will be done in the manner of the present promotion policy applicable to his situation. Note: "An employee who is promoted to a higher position during the year, is placed on that step of the new salary schedule which provides for the lowest increase over the employees prior salary. On July 1, the employee receives an additional increment provided by the next higher step".

SECTION 9 – STAND-BY PAYMENT

Whenever an employee has been required by the Superintendent of Buildings and Grounds or authorized agent by a specific written notice of standby date and time, the employee will be paid at the applicable normal rate of pay for all such required standby time.

SECTION 10 – PERSONAL TRANSPORTATION REIMBURSEMENT

Whenever an employee is required by a direct order and approval of the Superintendent of Buildings and Grounds or authorized agent to provide the employee's own personal transportation for movement to employment within the District during a regular work shift, the employee will be reimbursed at the current rate set by District Policy for such use of personal transportation. Reimbursement will be paid upon the filing of the proper forms as prepared by the School Business Executive through the Business Office for payment. Approval by the Superintendent of Buildings and Grounds must be furnished with the request for payment. Payment will be given to the employee within a reasonable time after such approved reimbursement forms have been filed and no reasonable request for reimbursement shall be denied.

SECTION 11 – JURY DUTY

All employees subpoenaed as witnesses on behalf of the District or as jurors will be paid their regular salary. Such time is not to be deducted from accumulated sick leave, personal leave, or vacation leave. Any payment for services as juror or witness shall be signed over to the District. Proof of service shall be submitted by the employee upon return to work. Employees shall request that they be placed on "on call" status, where possible, and shall report to work while "on call". An employee who has served less than four hours of Jury Duty on a given workday shall report to work for the remainder of the shift.

SECTION 12 – INCLEMENT WEATHER

A. Continuous time prior to or after the regular workday hours does not qualify for the four (4) hour minimum report time compensation. All non-continuous work hours do

qualify for the four (4) hour minimum report time compensation and will be paid at the appropriate overtime rate.

B. When schools are closed due to inclement weather, the first three (3) hours of an employee's shift will be reimbursed at regular time. Additional time worked beyond the first three (3) hours will be reimbursed at an additional one and one-half (1½) times for time worked. If employees are dismissed upon completion of the first three (3) hours, they will be reimbursed for time left in their shift at the regular hourly rate.

C. When schools close early, employees must work until all students are dismissed and staff is released by the Superintendent of Buildings and Grounds. All employees must work a minimum of three (3) hours. When employees are dismissed, following student dismissal, with a minimum of three (3) hours worked, they will be reimbursed for the time left in their shift at the hourly rate. Additional hours worked beyond student dismissal (beyond the 3 hour minimum) will be paid at an additional one and one-half (1 ½) times for time worked. The District will make a reasonable effort to make the work hours equal for both shifts.

SECTION 13 – ASBESTOS ABATEMENT COMPENSATION

All asbestos abatement related work that requires respiratory protection will be paid at the rate of \$50 per hour with a minimum of four hours. All asbestos work must be performed by a certified asbestos handler. The District will supply all training, tools, certification fees, and yearly medical examinations. The District will maintain a list with a minimum of four (4) employees certified for asbestos abatement work. Employees will have the right to refuse any assignment. Should the certified list contain less than four (4) names, the District will complete the list from all members within the unit based on the

applicant's qualifications and work experience, rather than seniority. The District will rotate this work from a seniority list of qualified employees.

SECTION 14 – SPECIAL CERTIFICATIONS AND LICENSES

Employees who possess special certification(s) or license(s) in accordance with District need, as listed in Appendix E, shall receive a pay differential for the certification(s) and/or license(s) provided that they are current and valid. This will be paid on an annual basis and will be equally divided among paychecks.

SECTION 15 – RETIREMENT INCENTIVE

An employee shall be eligible to receive a \$2500 retirement incentive payable within 30 days following the date of retirement provided that the employee submits a letter of retirement no less than six (6) months prior to the retirement date. This letter shall be irrevocable unless mutually agreed upon by the employee and the District. In the event that a State Retirement Incentive is offered and the District participates in such incentive, the District may waive the notice requirements.

SECTION 16 – IN-SERVICE AND GRADUATE CREDITS

Employees shall be given a \$25 salary adjustment for each in-service credit (10 hours per credit) and \$35 for each college credit earned after July 1, 2003. Credits must be applicable to job performance or to improve the well-being of students or the school district. Application of such credits must be made in advance, approved by the Superintendent of Buildings and Grounds, and submitted to the Personnel Office on the District's Prior Approval Form. Salary adjustment will be made after satisfactory completion of the course has been received by the Personnel Office according to the following schedule: Salary adjustment for credits received from February 1 through June

30 shall be credited at full-rate on July 1. Salary adjustment for credits received from July 1 through January 31 shall be credited at half-rate on February 1 with the whole rate credited the following July 1.

ARTICLE III

WORKDAY – WORKWEEK

The normal workday shall be eight (8) hours per day, exclusive of lunch (1/2 hour). The normal workweek shall be Monday – Friday. The Senior High School has an additional workweek shift of Tuesday – Saturday. The District reserves the right to initiate a Tuesday – Saturday workweek at the Middle School, if needed. Scheduling of this assignment will be based on seniority. Hours of work shall be assigned per individual schedule and days of work shall be assigned according to the needs of the District, and the duties as outlined in the Civil Service job description and by consent of the individual and the administration. Employees need a minimum of four (4) weeks notice of pending schedule change.

Scheduled work hours will include the allowance for fifteen (15) minutes clean-up time prior to lunch and fifteen (15) minutes prior to quitting time in order to allow the employees to prepare for the proper return of storing of tools, equipment, supplies, etc. and to clean and change from work clothes, etc. prior to leaving. This time will be allowed only for clean-up and is not to be used to lengthen lunch periods or make it possible to leave work early.

In addition, a 15 minute break shall be provided during the shift. This time shall not be used to lengthen lunch periods or make it possible to leave work early. The employee shall resume work at the end of the 15 minute break.

ARTICLE IV

GENERAL PROVISIONS

SECTION 1

A Employees in the competitive category shall be hired from the current valid Civil Service list. If there is no valid list, employees shall be hired on a provisional basis and will be required to make the first scheduled Civil Service examination after accepting the position. A probationary period provided by Civil Service Law must be served prior to permanent appointment.

1. Discharge of employees having served the probationary period should only be for incompetency, misconduct or insubordination or by reason of abolition of position or reduction of staff for economic measures.

2. An employee disciplined or discharged for reasons other than abolition of position or reduction of staff, if having served at least one (1) year in the position, after permanent appointment, will be allowed a hearing under the grievance procedure if such discharge or discipline is deemed unjustifiable by the employee. Any employee who is entitled to the protections of this section shall be served with written notice of the reasons for discipline or discharge at the time the discipline or discharge is imposed. An employee who contests the discipline or discharge may proceed under the Grievance Procedures. Final determination shall be made at Stage 4 by binding arbitration in lieu of the employee's rights, if any, under Civil Service Law §75 and 76, including, but not limited to, the right to a §75 hearing. In the case of a discharge, should the employee contest the discharge or suspension, (s)he may proceed directly to Stage 4 of the Grievance Procedures for expedited arbitration.

SECTION 2 – VACANCY NOTICE

When a vacancy or new position occurs in the Buildings and Grounds Department, such vacancy or new position shall be posted for a period of ten (10) workdays. A copy of the posting for each unit vacancy will be sent to the Head Custodian or Custodian at each school building. Thirty (30) days or less following the posting period, the unit president or designee will be notified as to the status of the posting.

SECTION 3 – SENIORITY

- A. All employees will be protected in accordance with the order of continuous service seniority time for the consideration of such things as job opening placement, shift assignment, vacation schedule preference, and selection of holiday time off.
- B. Competitive Class Employees. Layoff and rehiring rights shall be governed by Civil Service Law Sections 80, 81, 82, 85 and 86 and the Rules and Regulations of the City of Middletown Department of Civil Service.
- C. Employees in All Other Civil Service Classes. Subject to applicable provisions of law, in the event of staff reduction for economic reasons, employees will be laid off in inverse order of continuous service seniority within the job classification. Once laid off, an employee shall have the right to displace a less senior employee in another job title, if qualified to perform the duties of the job.

Recall of employees in a job classification once laid off will be according to a preference list established in reverse order of lay-off, based on competency to fill the new vacancies that occur. Such eligibility for recall shall be effective for a period of two (2) years.

D. Seniority shall be the determining factor for job placement where all other factors, including job performance, are equal.

SECTION 4 – CLASSIFYING PROMOTIONS WITHIN THE SYSTEM

All employees applying for vacant positions will receive consideration and notice that they have been considered for the vacant position.

SECTION 5 - NON-DISCRIMINATION

The District and the Union shall not discriminate against any employee relative to race, creed, color, national origin, sex, marital status, or sexual orientation.

SECTION 6 – FOUL WEATHER GEAR

When appropriate, foul weather gear such as raincoats or suits and boots will be supplied by the District and maintained by the employee. This gear will be assigned by the Superintendent of Buildings and Grounds or designee, to those employees whose work will require it.

SECTION 7 – PROVIDING CONTRACT

The District shall prepare the new collective negotiations agreement and furnish it to the Union. The District shall print a sufficient number of copies for distribution by the Unit to employees of the unit. The Union further agrees to provide each employee with a copy of this contract within two weeks following the employee's first day of work.

SECTION 8 – MEETINGS

A. The Union will be allowed to have quarterly labor-management meetings with representatives of the Union and representatives of the District, as designated by the Superintendent of Buildings and Grounds, when such meetings are requested by either

party. These meetings will be arranged to be held during regular working hours and will be limited to one (1) hour of time unless unusual circumstances require an extension.

B. Any other meetings held during working hours, including contract administration or grievance clarification, CSEA and/or its representative visitations, should only be held on advance notice to the Superintendent of Buildings and Grounds or his/her designee. This should also include "on-job" meetings with other than unit Civil Service representatives or officers.

SECTION 9 – UNION GRIEVANCE TIME

The President or designee shall be permitted time, which is free from regular duties, to fulfill the obligations of adjustment of grievance or other Union business. This time will be restricted to no more than three (3) hours per week and must be approved by the Superintendent for Buildings and Grounds or designee.

SECTION 10 – BULLETIN BOARDS

The union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District.

SECTION 11 – UNION CONVENTIONS AND CONFERENCES

A maximum of five (5) workdays per contract year shall be granted to the Union for its delegates to attend Union Conventions, Conferences, and training without loss of pay but with prior notice to the Superintendent of Buildings and Grounds.

Delegates must be identified by their unit official capacity so that some means of identification of those taking part will be readily available.

SECTION 12 - UNIFORMS

- A. Employees will be provided with and must wear the uniform while on duty. Buttoned shirts shall be buttoned and tucked in to uniform pants. Shirt collars will be folded down. Employees shall be responsible for laundering his/her uniform and keeping his/her uniform in good repair. Uniforms are District property and must be returned upon termination/separation of service from the District.
- B. New employees will be provided with 3 uniform shirts as early as it is possible to obtain them following probationary appointment. Following permanent appointment, employees will be provided with 2 additional shirts, 5 pairs of uniform pants, and the uniform jacket.
- C. The District shall provide replacement uniform parts to match the existing uniforms when an irreparable item has been returned or identified as such to the satisfaction of the Superintendent of Buildings and Grounds or designee. This replacement program will be restricted to a supply level equal to the existing number of uniform pants that has been previously provided. If an employee is unable to be outfitted through the standard uniform arrangement, the employee may purchase an acceptable set of garments or replacements at a designated supplier or privately and will be reimbursed for such uniform provided the purchase has been previously approved by the Superintendent of Buildings and Grounds and is consistent with the cost of the uniform on State Contract or current bid.
- D. When requested by an employee whose work conditions indicate a need for safety work shoes, the Unit President and the Superintendent of Buildings and Grounds shall review said request and mutually make a recommendation accordingly.

SECTION 13 - SAFETY COMMITTEES

The CSEA shall appoint a designee and alternate to serve on the District Safety Committee. The designee or alternate shall attend meetings of said committee and shall represent the concerns and interests of the CSEA Unit with regard to employee safety.

The Head Custodian or Custodian shall serve as a member of the Building Level Safety Committee. If the Head Custodian or Custodian is unable to attend a meeting, an alternate shall be designated.

ARTICLE V

HOLIDAYS

The following list will define the paid holidays for all twelve (12) month employees. These are guaranteed holidays and when school is in session they may be taken at the request of the employee with the approval of the Superintendent of Buildings and Grounds:

Independence Day	Christmas (also day either before or after)
Labor Day	New Year's Day (also day before/or after)
Columbus Day	Washington's Birthday
Veteran's Day	Lincoln's Birthday
Thanksgiving Day & Friday after	Memorial Day
Good Friday	Martin Luther King's Birthday

Employees shall receive Rosh Hashanah, Yom Kippur, Holy Thursday, and the Friday before the Memorial Day holiday weekend as paid holidays off in the event that school is closed on these days in accordance with the District's calendar. An additional

day adjoining either the day before Christmas, Christmas, or the day after Christmas, shall be a paid holiday in the event of a Leap Year.

ARTICLE VI

VACATION

A. Twelve (12) month employees are entitled to an annual paid vacation according to the length of service involved. Those having less than five (5) years are entitled to ten (10) workdays; fifteen (15) days upon completion of five (5) years of service. Those having more than five (5) years of service will qualify for an additional day of vacation for each year of service beyond (5) years and up to ten (10) years for a maximum of twenty (20) days vacation. After twenty-five (25) years of service, add five (5) vacation days for a total of 25 days.

B. Requests for vacation time must be submitted for approval to the immediate supervisor and to the Superintendent of Buildings and Grounds or his/her designee. The immediate supervisor shall inform the building administrator of all vacation schedules. Requests for vacation time may be approved at any time during the calendar year in accordance with this procedure.

C. In calculating years of service for determining the number of vacation days earned, the following shall apply:

1. A year of service is the District's fiscal year, which begins on July 1 and ends the following June 30 (example: 7/1/03 – 6/30/04).

2. All employees hired on or after July 1, 2003 shall accrue vacation time at the rate of one day per complete month of service actually worked up to, but not exceeding, 10 days for the first year of service ending June 30. Accrued time will become

available commencing the July 1 immediately following subject to existing vacation selection procedures. Subsequent vacation days shall be credited and will become available on July 1 following the completion of the anniversary date. For example, an employee whose hire date is April 2003 and who completes the fifth year of employment in April 2008 shall be eligible for 15 vacation days on July 1, 2008. An employee who is hired in October 2003 and who completes the fifth year of employment in October 2008 shall be eligible for 15 vacation days on July 1, 2008.

3. Employees are expected to utilize all vacation days in a particular fiscal year, however, an employee may be allowed to carry over up to 10 unused vacation days to the next fiscal year with approval of the Superintendent of Buildings and Grounds. These vacation days shall be utilized prior to the use of newly allocated vacation days and, in no event, will an employee be allowed to maintain more than 10 carryover days.

ARTICLE VII

LEAVES OF ABSENCE

SECTION 1 – SICK LEAVE

A. All twelve (12) month employees are entitled to fourteen (14) working days in any year on account of personal illness or physical disability. Days shall be allocated to the Sick Leave Bank, as specified in Appendix “A”.

B. If any employee does not use the full amount of sick leave allowed in any school year, the amount not used shall be accumulated from year to year and used, if needed, up to the number of accumulated days. Any accumulation of sick leave heretofore granted by the District shall be counted toward the accumulated leave.

C. In cases of absence for illness or physical disability, the employee shall give the employee's immediate supervisor as much prior notice as possible, both of the absence and of his or her return to duty. The employee must notify his/her immediate supervisor and the Superintendent of Buildings and Grounds or his/her assistant, prior to the start of his/her shift. An employee's failure to notify the immediate supervisor and the Superintendent of Buildings and Grounds or his/her assistant prior to the start of the shift may result in the denial of sick leave and/or disciplinary action.

D. Employees agree to have a medical examination at the District's request and expense.

E. All unused and accumulated sick leave days up to a maximum of two hundred fifty (250) days may be reimbursed to an employee separating from the District if the employee is leaving in good standing and has completed one (1) or more years of continuous employment. This reimbursement will be according to the schedule as follows:

AVERAGE NUMBER OF ACCUMULATED SICK DAYS

	10 +	7-9	5-6	1-4
1- 3 Years Completed Service	\$35	\$30	\$25	\$20
4-10 Years Completed Service	\$45	\$40	\$30	\$25
11-20 Years Completed Service	\$50	\$45	\$35	\$30
21+ Years Completed Service	\$55	\$50	\$40	\$35

An individual may exercise the option of receiving the present reimbursement of \$35 per day for all days accumulated prior to July 1, 1982. All days accumulated after July 1, 1983 will be applicable to the above reimbursement scale.

Upon retirement from the District, days accumulated in excess of the maximum may be applied toward the purchase of health insurance benefits at the current rate per day per the chart. The employee may also opt to apply all or any portion of sick leave reimbursement funds toward the purchase of health insurance benefits. Such option shall be exercised once at the time of retirement.

F. Sick Leave Bank – See Appendix “A”.

G. Any employee who has completed a four (4) hour or more tour of duty, who starts at the beginning of the employee’s regular scheduled workday and becomes ill, may, upon request to and with the permission of the employee’s supervisor, go home for the remainder of that regular workday with no charge to accrued sick leave credits. Lack of required permission or circumstances that do not uphold the illness indicated will be sufficient to deny this request and charge the time to accrued sick leave or forfeit salary if no leave days are available.

1. If a supervisor suspects an abuse of this section, the supervisor shall immediately have a meeting with the employee upon the employee’s return. The supervisor shall discuss, in detail with the employee, the circumstances of the absence. The employee shall be given every opportunity to freely discuss this matter openly with the supervisor.

2. If the supervisor deems that a warning is necessary, the supervisor shall do so in writing, with a copy to be signed by the employee. The supervisor shall retain one copy, the involved employee shall have a copy and a third copy shall be forwarded to the CSEA Unit President.

3. The District reserves the right to initiate formal disciplinary action for abuse of this Section.

SECTION 2 – PERSONAL LEAVE

A. There shall be granted three (3) days personal leave accumulative to five (5) days to be used for matters of urgent or important nature. These accumulated personal leave days may be used for serious family illness and death in the immediate family when used to supplement the benefits given in Sections 3 and 4 of this Article. No personal leave may be used immediately before or immediately after a vacation period or holiday unless approved by the employee's immediate supervisor and the Superintendent of Buildings and Grounds or designee.

B. The District shall not require an employee to give a reason as a condition for approving the use of personal leave credits, providing, however, that prior approval for the requested leave must be obtained and that the resulting absence will not interfere with the proper conduct of District functions.

C. Personal days are to be used for purposes, which cannot normally be met at times other than the employee's regularly, scheduled hours of the workday. Personal leave may include, but not be limited, legal matters, ceremonies of a family or religious nature, moving, medical visits, religious holidays, or funerals not qualified under Section 3 of this Article.

D. 1. Employees are not required to state the specific reason why a personal leave is required. However, employees will be required to report the nature of the personal leave on a form which contains the employee's name, day(s) and date(s) of the leave, signatures of administrator granting approval, and a check list with the following:

Legal Matters
 Ceremonies of a Family or Religious Nature
 Moving
 Medical Consultation
 Religious Holiday
 Funeral
 Educational-Professional Business
 Family Emergency
 Other (Specify)

2. This form must be submitted to the appropriate administrator prior to the use of the requested leave day. If prior approval has been waived, this form must be submitted immediately upon return.

E. Poor driving conditions, impassable roads, inclement weather, are not considered cause for personal leave. It is the responsibility of the employee to be present when school is in session. Problems of transportation shall be the individual's responsibility.

F. All unused personal leave days will be added to the total of previously accumulated sick leave days. This will be performed as of July 1 of each year.

SECTION 3 – DEATH IN THE IMMEDIATE FAMILY

A. Leave for each death in the immediate family is three (3) days with full pay not charged against sick leave. Two (2) additional days, of those available, when taken, will be charged against personal leave day accumulation. If personal days have been used, then the additional days will be charged against sick leave.

B. Definition. For purpose of this subsection 3 only, "immediate family" is defined as spouse, parent, child, and brother or sister of the employee or spouse, grandparents, grandchildren and in-laws.

SECTION 4 – SERIOUS ILLNESS IN THE IMMEDIATE FAMILY

A. Leave will not be granted on account of family illness. However, when an employee so elects to take leave (not to exceed four days per year) because of serious illness in the family, the day or days will be charged against the accumulated number of sick days and/or personal leave of the employee.

B. Definition: For purpose of this subsection 4 only, “immediate family” is defined as spouse, parent, child, and brother or sister of the employee or spouse.

SECTION 5 – MATERNITY LEAVE AND ADOPTION LEAVE

A. 1. An employee shall be entitled to utilize cumulative paid sick leave for absence directly resulting from disability incident to pregnancy and birth. Such paid sick leave shall commence a reasonable period prior to the birth and terminate a reasonable period after the birth provided that the employee submits medical verification of the disability and its duration reasonably satisfactory to the District. Medical documentation permitting the employee to return to work shall be submitted prior to the return to work.

2. An employee may request and shall be granted child care leave of absence provided that forty-five (45) days advance written request is submitted specifying respectively the first day upon which the leave is to commence and the first day of the school year upon which it is to terminate. In the event an employee is unable to return to work on the specified termination date, such employee may further request an extension of such leave provided the total leave period does not exceed two (2) years.

SECTION 6 - DISABILITY BENEFIT (WORKERS' COMPENSATION)

A. All employees who receive a personal injury while serving the School District, shall receive the first five (5) consecutive workdays off duty with full pay. These days are not deductible from accumulated sick leave.

B. When a full-time employee, employed continuously for a period of one (1) year, receives compensation under the Workers' Compensation Law on account of disability and as a result of an injury received in the course of employment by the District, the District shall pay the difference between what the employee receives as compensation and the employee's regular rate of pay during the period of disability, which difference shall be paid, however, not exceeding the period of one (1) year.

C. In the event disability continues for a period exceeding one (1) year and the employee continues to receive compensation under the Workers' Compensation Law on account of such disability, the employee shall elect in writing within ten (10) days after the anniversary date of injury whether the employee desires to receive sick leave with pay during the period of disability for which the employee receives compensation. Such writing must be filed with the District Clerk and Business Executive. In the event such employee elects to receive sick leave with pay during such disability, the employee shall, for the period of the employee's disability, not exceeding the employee's accumulated and unused sick time, be paid the difference between the amount the employee receives as compensation and the employee's regular rate of pay, and the time the employee is so paid shall be deducted from the employee's accumulated sick leave time.

ARTICLE VIII

PENSION AND HEALTH INSURANCE

SECTION 1 – PENSION

- A. All employees shall be covered under the appropriate NYS Employee Retirement plan.
- B. The District shall provide the New York State Retirement Plan Option 41J and other plans as appropriate that might include, but are not limited to, 75G, 75I, and 60B.

SECTION 2 – HOSPITALIZATION

- A. 1. A health insurance plan equal to or better than the July 1, 1982 Statewide Major Medical/GHI plan shall be provided. Effective July 1, 2005, employees shall receive individual health insurance at no cost to the employee. Employees who receive family health coverage shall contribute 5% of the difference in cost between individual and family health insurance premiums up to a maximum contribution of \$350 for the 2005-2006 school year and \$400 for the 2006-2007 school year.

Notwithstanding any past practice to the contrary, the District shall not reimburse employees for the cost of any co-payments, deductibles or penalties.

- 2. Effective July 1, 2003, employees who are eligible for coverage through a spouse or other individual under the Orange-Ulster School District health insurance plan whether through the District or another employer shall not also be eligible for duplicate health insurance coverage through the District. In the event that the other individual or spouse is prohibited from dual participation in the Orange-Ulster Plan, the determination as to which school district is required to provide coverage will be made in accordance with the rules, regulations and by-laws of the Orange-Ulster Plan. Where this restriction

causes a discontinuation of coverage, the employee should review paragraph 3 to determine whether the employee may be eligible for an insurance buyout. It is the intention of the parties in administering this provision to relieve the District of unnecessary insurance costs, not to preclude an individual or his/her dependents from health insurance coverage. Therefore, nothing contained in this provision shall preclude an employee from re-entering the Plan at any time when (s)he is no longer eligible for coverage under another person's Orange-Ulster health insurance plan (e.g. upon death of a spouse, divorce). Nor shall this provision be applied if its effect would be to leave the employee's children uninsured by reason of how custody and support issues have been determined by a court of law. Employees may opt to re-enter the plan 30 days prior to retirement and receive individual coverage. In the event the employee has dependents and family coverage is needed, the Orange-Ulster health plan Birthday Rule shall prevail. All employees who are eligible for the Orange-Ulster health insurance plan through another source must provide the District with information about that other coverage immediately so that the District can determine the employee's eligibility for continued health insurance coverage. Employees must immediately notify the District of any changes in their health insurance coverage that may affect their eligibility under the District's plan.

In the event the District changes health insurance plans, the reference to the Orange-Ulster plan shall be replaced by the new plan.

3. An employee who has a spouse who is both employed and is an enrollee under the Orange-Ulster Health Plan, or its equivalent, may choose to waive the benefits stipulated in A.1. above and receive an additional sum equal to 25% of the premium savings to the District per annum, to be pro-rated and paid in equal installments in all

paychecks for that fiscal year following the declination of health insurance. If the employee re-enters the health insurance program during the course of the year, the declination payment shall be prorated and adjusted accordingly. Employees who are hired during the fiscal year will receive payments beginning in the month following the first full month of declination. These payments will be made in equal installments in the remaining paychecks for the fiscal year that health insurance was declined.

An employee who declines health insurance coverage through the mandatory non-duplication provision shall be entitled to the same health insurance declination payment.

B. Employees who retire from service will be able to continue in the plan if they elect to contribute their share of the costs, as a former employee, or if their accumulated sick leave benefits are used for such payment as provided by in Article VII, Section 1 "E".

SECTION 3 – EMPLOYEE BENEFIT PLAN

The District shall participate in the Horizon Dental Plan and Gold 12 Vision Plan of the CSEA employee benefit fund. These plans provide dental and vision care benefits at a total cost to the District not to exceed \$385 per school year for dental care and \$134.04 per employee per school year for vision care. Effective July 1, 2003, these amounts shall be increased to \$415 per employee per school year for dental care and \$157 per employee per year for vision care. The employee shall be responsible for any premiums in excess of those set forth above.

ARTICLE IX

GRIEVANCE PROCEDURES

SECTION 1 – DECLARATION OF PURPOSE

In order to establish a more harmonious and cooperative relationship between the Union and the Employer, it is hereby declared to be the purpose of these procedures to provide a means of orderly settlement of differences, promptly and fairly, as they arise and to assure the equitable and proper treatment of employees pursuant to this contract.

SECTION 2 – BASIC PRINCIPLES

It is the intent of these procedures to provide for the swift and orderly settlement of differences in a fair equitable manner. The resolution of a grievance at the earliest possible stage is a most desirable goal. Nothing contained herein will be construed as limiting the right of any employee having a grievance under this Agreement to discuss the matter informally with any member of the administration thus having the grievance adjusted, provided that that adjustment is not inconsistent with the terms of the contract.

Any employee shall have the right to present grievance in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.

An employee shall have the right to be represented at any stage of these procedures by the Union or a person of the employee's own choosing, except for a Stage 4.

All hearings shall be and remain confidential unless an open hearing is requested by the aggrieved party.

It shall be the responsibility of the chief administrator of the District to take such steps as may be necessary to give force and effect to these procedures. Each administrator

shall have the responsibility to consider promptly each grievance presented to the administrator and make a determination within the authority delegated to the administrator within the time specified in these procedures.

Time limits set forth herein may be extended or diminished by mutual agreement of all parties concerned.

Pursuit of any legal, statutory or other remedy bars further or subsequent proceedings for all parties concerned.

SECTION 3 – DEFINITIONS

A. A GRIEVANCE shall mean a claim by an employee, a group of employees or the Union that there has been a violation of the terms of this Agreement regarding terms and conditions of employment, except as otherwise excluded from the grievance procedure provided by the terms of this Agreement.

B. AGGRIEVED PARTY shall mean any employee, group of employees or the Union filing a grievance pursuant to this Article.

SECTION 4 – PROCEDURES

A. All grievances shall include the name and position of the aggrieved party, the identity of the law, or provisions of this Agreement, the time when and the place where the alleged event or conditions constituting the grievance existed, the identity of the party responsible for causing the said event or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the Union directly at Stage 1 described below.

C. No written grievance will be entertained, and such grievance shall be deemed waived, unless the written grievance is forwarded at the first available stage within thirty (30) calendar days after the aggrieved party knew or should have known of the act or condition upon which the grievance is based.

D. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this agreement shall be barred.

E. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

SECTION 5 – STAGES

An employee having a grievance will informally confer with the appropriate party for the purpose of resolving the matter informally. The employee has a right to have a representative present. If the grievance is not resolved informally, then the formal grievance process can be initiated. The timeline for the thirty (30) day grievance process shall begin from the date of the informal meeting.

Stage 1:

If the grievance has not been resolved at the informal stage, the aggrieved party shall file a written grievance with the Superintendent of Buildings and Grounds or the Director for Personnel. The Superintendent of Buildings and Grounds or the Director for Personnel shall review and respond to the grievance within 10 workdays.

Stage 2:

If the grievance is not resolved at Stage 1, the aggrieved party shall file a written grievance with the Superintendent of Schools. The Superintendent of Schools or a designated representative shall conduct a hearing within five (5) working days with the parties involved. The Superintendent of Schools or designee shall render a decision in writing to the employee, and the employee's representative and/or Unit President, within five (5) working days after the conclusion of the hearing.

Stage 3:

If the grievance has not be resolved at Stage 2, a written appeal may be filed with the Board of Education within ten (10) working days of receipt of the decision made at Stage 3. Within ten (10) working days after the receipt of an appeal, or the next regularly scheduled Board Meeting, whichever is later, the Board shall hold a hearing on the grievance with the parties involved. The hearing shall be held in executive session. Within five (5) working days after the conclusion of the hearing, the Board of Education shall render a decision in writing to the employee and the employee's representative and/or the Unit President.

Stage 4:

A. If the grievance has not been resolved at Stage 3, the Union within thirty (30) working days of receipt of the decision made at Stage 3 shall file for binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

B. The arbitrator may not alter, add to or detract from the terms of the Agreement. The decision of the arbitrator shall be final and binding on both parties. The arbitrator's award shall be issued within thirty (30) calendar days of the close of the hearing.

C. All costs for the services of the arbitrator, including expenses, if any, shall be shared equally by the Union and the District.

ARTICLE X

COMPATABILITY WITH LAW

SECTION 1 – NO STRIKE PROVISION

The Union affirms that it does not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation upon its members to conduct or to participate in such a strike.

SECTION 2 – PAST PRACTICES

The parties agree that, with respect to matters not covered by this contract, the Board of Education will not seek to diminish or impair during the term of this contract any benefit or privilege provided by law, rule or regulation for employees without prior notice to the Union, and when appropriate, without negotiations with the Union.

SECTION 3 – SEVERABILITY

If any provision or terms of the contract or any application thereof to any employee or group of employees in the negotiating unit shall be finally deemed by a court to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions and applications shall continue in full force and effect. If a determination or decision is made as per the above paragraph, the parties to this contract shall convene immediately for the purpose of negotiating a satisfactory replacement for such provision or part thereof.

SECTION 4 – MANDATED PROVISION OF THE LAW

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

ARTICLE XI**DURATION AND NEGOTIABILITY****SECTION 1 – DURATION**

This contract shall become effective July 1, 2003 and shall terminate at the close of business June 30, 2007.

SECTION 2 – NEGOTIABILITY

The parties agree that all items raised during the negotiations leading to this contract have been discussed and that negotiations will not be reopened with regard to any such items.

Middletown Enlarged City
School District

By: *R Markowitz*
Board of Education

By: *Patricia McMeek*
Superintendent

CSEA, Inc., Local 1000, AFSCME
AFL-CIO, Orange County Local 836,
Middletown School Unit

By: *George J. Coffey*
C.S.E.A. President

By: *Bob O'Carroll Jr*
C.S.E.A., Inc., Local 1000

APPENDIX "A"**SICK BANK**

Effective July 1, 1983, a sick bank shall be established as follows:

- A. Two days shall be credited to the bank for each unit employee for each year (part-time employees and employees whose service begins on or after January 1st will contribute one (1) full day). These days shall be deducted from the days specified in Article VII(1) (A).
- B. Sick leave bank days may be drawn where all of the following conditions are met:
 - 1. The unit employee or, in the event of incapacitation, a representative of the unit employee, makes written application, setting forth the nature of the illness, its expected duration, and written permission for the Superintendent or other representative of the bank to secure the desired information and verification from the applicant's physician.
 - 2. The Sick Leave Bank Governing Committee, consisting of a delegate(s) appointed by the Superintendent and the President of the Association, respectively, concurs, in writing, to the award of a block of days (not to exceed 60). Each delegation shall have one vote, for a total Sick Leave Bank Governing Committee vote of two (2).
 - 3. The Sick Leave Bank Governing Committee affirms in writing that the applicant's illness is catastrophic.
- C. Sick leave bank days may only be drawn subsequently to the exhaustion of all the applicant's own leave accumulation, including, but not limited to, sick leave, personal leave and accrued vacation.

- D. The cumulative total of all sick bank leave at full pay granted to any employee during service to the District shall not exceed a one (1) week period (five workdays) for each completed six (6) months of service. Further, a unit member shall be eligible for sick bank benefits only after one (1) full year of service to the District.
- E. The Sick Leave Bank Governing Committee shall have the authority to make subsequent grants to the same applicant; provided, however, that the applicant and Committee comply with all of the provisions; and provided further that a delegation's decision on the initial application shall in no way bind it on any renewal application.
- F. The Sick Leave Bank Governing Committee's decision on a request for a grant shall be final and shall not be subject to any direct or collateral review by any court or administrative agency.
- G. The Sick Leave Bank shall be replenished when needed as determined by the Committee.
- H. The parties agreed that Sick Leave Bank days may only be debited through the granting of applications and that, if it is not continued in a subsequent contract, the sick leave bank will continue in operation until all days are exhausted.
- I. Upon retirement, the unit employee may withdraw the number of sick days that he/she had deposited in the sick bank minus the number of days that may have been awarded to that employee by the sick bank. Those remaining days shall be added to the unit member's accumulated sick time and shall be calculated accordingly for purposes of reimbursement for accumulated sick days.

Effective July 1, 2003, the Sick Bank shall operate as follows:

- A. Employees who have contributed five (5) days to the Sick Bank shall not be required to contribute additional days to the Sick Bank unless the number of days in the Sick Bank falls below 300 days as of June 1 of any given calendar year.
- B. Employees who have contributed more than five (5) days to the Sick Bank as of July 1, 2003 shall be credited with the number of days above and beyond the five days. These days will be reflected in the individual employee's Sick Day accumulation total as of July 1, 2003.
- C. Employees who have contributed less than five (5) days to the Sick Bank shall contribute two days per year until the employee has contributed a total maximum of 5 days. After five days have been contributed, the employee shall not be required to contribute additional days to the Sick Bank (as per A) unless the number of days in the Sick Bank falls below 300 days effective June 1 of any given calendar year.
- D. The District will maintain a record of the number of the days in the Sick Bank and, should the total number of days in the Sick Bank fall below 300 days, as of June 1 in any calendar year due to usage, each employee will be required to contribute one Sick Day to the Sick Bank effective the following July 1 except that two days will be contributed as per C for applicable employees.
- E. Upon separation from the District, employees shall not be allowed to withdraw Sick Days from the Bank as they are the property of the Bank and shall remain in the Bank for use by unit members. The original provision governing the

withdrawal of employees' contribution of sick leave bank upon retirement shall no longer be applicable after June 30, 2003.

F. Sick Bank days may be drawn from the Bank when all the following conditions are met and according to the following guidelines:

1. The employee, or in the event of incapacitation a representative of the unit employee, shall make written application setting forth the nature of the illness, the expected duration of absence, and written permission for the District to obtain medical documentation and verification of the illness from the applicant's physician.
2. The Sick Bank Governing Committee, consisting of a delegate appointed by the District and one appointed by the President of the Association, shall concur, in writing, to approve or deny the Sick Bank request. Each delegate shall have one vote for a total Sick Bank Governing Committee vote of two (2).
3. The use of Sick Bank shall be for catastrophic illness.
4. The cumulative total of all Sick Bank leave at full pay shall not exceed one week (5 days) for each completed six (6) months of service. Further, a unit member shall not be eligible for sick bank benefits until after one (1) full year of service to the district.
5. The Sick Bank Governing Committee shall have the authority to make subsequent awards to the same applicant; however, that the applicant and Committee comply with all of the provisions; and provided that a

delegate's decision on the initial application shall in no way bind it on any renewal application.

6. Each employee shall be eligible for a maximum of 3 Sick Bank leaves during the term of employment.
7. Each Sick Bank award shall not exceed 20 workdays.
8. Under extenuating circumstances, the Sick Bank Governing Committee may consider additional leave requests (greater than three) for an employee.
9. The decision of the Sick Bank Governing Committee shall be final and shall not be subject to any direct or collateral review by any court or administrative agency.
10. The parties agree that Sick Leave Bank days may only be debited through the granting of applications and that, if it is not continued in a subsequent contract, the Sick Bank will continue in operation until all days are exhausted.

**APPENDIX B
SALARY SCHEDULE**

HEAD CUSTODIAN				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$38,251	\$39,781	\$41,173	\$42,408
2	\$39,256	\$40,826	\$42,255	\$43,523
3	\$40,259	\$41,869	\$43,334	\$44,634
4	\$41,264	\$42,915	\$44,417	\$45,749
5	\$42,267	\$43,957	\$45,496	\$46,861
6	\$43,272	\$45,003	\$46,578	\$47,975
7	\$44,275	\$46,046	\$47,657	\$49,087
8		\$47,089	\$48,737	\$50,199
9			\$49,817	\$51,312
10				\$52,423

CUSTODIAN				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$34,672	\$36,059	\$37,321	\$38,440
2	\$35,399	\$36,815	\$38,104	\$39,247
3	\$36,126	\$37,571	\$38,886	\$40,052
4	\$36,853	\$38,327	\$39,669	\$40,859
5	\$37,581	\$39,085	\$40,453	\$41,666
6	\$38,313	\$39,846	\$41,241	\$42,478
7	\$39,036	\$40,597	\$42,018	\$43,279
8		\$41,349	\$42,796	\$44,080
9			\$43,574	\$44,881
10				\$45,683

CLEANER, MAINTENANCE HELPER, GROUNDSMAN, TRUCK DRIVER				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
0 (Entry Level)	\$31,192	\$32,440	\$33,575	\$34,582
1	\$32,440	\$33,738	\$34,918	\$35,966
2	\$33,159	\$34,485	\$35,692	\$36,763
3	\$33,876	\$35,231	\$36,464	\$37,558
4	\$34,596	\$35,980	\$37,239	\$38,357
5	\$35,315	\$36,728	\$38,013	\$39,154
6	\$36,034	\$37,475	\$38,787	\$39,950
7	\$36,751	\$38,221	\$39,559	\$40,746
8		\$38,480	\$39,827	\$41,022
9			\$40,095	\$41,298
10				\$41,573

**APPENDIX B
SALARY SCHEDULE**

TRADESMEN (PLUMBER, ELECTRICIAN, CARPENTER, MECHANIC/WELDER); STORES CLERK; MASON				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$37,613	\$39,118	\$40,487	\$41,702
2	\$38,752	\$40,302	\$41,713	\$42,964
3	\$39,892	\$41,487	\$42,939	\$44,228
4	\$41,032	\$42,673	\$44,166	\$45,491
5	\$42,171	\$43,858	\$45,393	\$46,755
6	\$43,310	\$45,042	\$46,619	\$48,017
7	\$44,450	\$46,228	\$47,846	\$49,281
8		\$47,392	\$49,051	\$50,522
9			\$50,253	\$51,761
10				\$53,002

UTILITYMAN AND HEAD GROUNDSMAN				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$35,883	\$37,318	\$38,625	\$39,783
2	\$36,983	\$38,462	\$39,808	\$41,002
3	\$38,081	\$39,604	\$40,990	\$42,220
4	\$39,181	\$40,748	\$42,174	\$43,439
5	\$40,280	\$41,891	\$43,357	\$44,658
6	\$41,380	\$43,035	\$44,541	\$45,877
7	\$42,478	\$44,177	\$45,723	\$47,095
8		\$45,319	\$46,905	\$48,312
9			\$48,087	\$49,530
10				\$50,747

PAINTER				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$34,192	\$35,559	\$36,804	\$37,908
2	\$35,427	\$36,844	\$38,134	\$39,278
3	\$36,694	\$38,161	\$39,497	\$40,682
4	\$37,959	\$39,477	\$40,859	\$42,085
5	\$39,226	\$40,795	\$42,223	\$43,489
6	\$40,491	\$42,111	\$43,585	\$44,892
7	\$41,758	\$43,428	\$44,948	\$46,297
8		\$44,746	\$46,312	\$47,701
9			\$47,675	\$49,105
10				\$50,510

**APPENDIX B
SALARY SCHEDULE**

COURIER				
STEP	2003-2004	2004-2005	2005-2006	2006-2007
1	\$33,302	\$34,634	\$35,846	\$36,922
2	\$34,023	\$35,384	\$36,623	\$37,721
3	\$34,743	\$36,133	\$37,398	\$38,520
4	\$35,466	\$36,885	\$38,175	\$39,321
5	\$36,186	\$37,633	\$38,951	\$40,119
6	\$36,907	\$38,384	\$39,727	\$40,919
7	\$37,627	\$39,132	\$40,502	\$41,717
8		\$39,881	\$41,277	\$42,515
9			\$42,052	\$43,314
10				\$44,112

APPENDIX C NIGHT DIFFERENTIAL				
	2003-2004	2004-2005	2005-2006	2006-2007
NIGHT DIFFERENTIAL	\$500	\$600	\$700	\$800

APPENDIX D SERVICE INCREMENTS				
YEAR	2003-2004	2004-2005	2005-2006	2006-2007
END OF 5 YEARS	\$500	\$500	\$500	\$500
BEGINNING OF YEAR 10	\$500	\$500	\$500	\$500
BEGINNING OF YEAR 15	\$550	\$550	\$550	\$550
BEGINNING OF YEAR 20	\$550	\$550	\$550	\$550
BEGINNING OF YEAR 25	\$550	\$550	\$550	\$550

APPENDIX E SPECIAL CERTIFICATIONS/LICENSES		
CERTIFICATION/LICENSE	SALARY DIFFERENTIAL	NUMBER
FREON HANDLING LICENSE (HVAC)	\$1,500	2
LICENSED ELECTRICIAN - CITY OF MIDDLETOWN	\$1,000	2
LICENSED PLUMBER - CITY OF MIDDLETOWN	\$1,000	1
ASBESTOS CONTRACTOR - LEA	\$1,000	1

**APPENDIX F
SERVICE INCREMENTS
(LONGEVITY) CALCULATIONS**

HIRE DATE	End of 5 Years	Beginning of 10 Years	Beginning of 15 Years	Beginning of 20 Years	Beginning of 25 Years
	\$500	\$500	\$550	\$550	\$550
	\$19.23 per pay	\$38.46 per pay	\$59.61 per pay	\$80.77 per pay	\$101.92 per pay
8/1/74-7/31/75	JULY 1, 1980	JULY 1, 1984	JULY 1, 1989	JULY 1, 1994	JULY 1, 1999
8/1/75-7/31/76	JULY 1, 1981	JULY 1, 1985	JULY 1, 1990	JULY 1, 1995	JULY 1, 2000
8/1/76-7/31/77	JULY 1, 1982	JULY 1, 1986	JULY 1, 1991	JULY 1, 1996	JULY 1, 2001
8/1/77-7/31/78	JULY 1, 1983	JULY 1, 1987	JULY 1, 1992	JULY 1, 1997	JULY 1, 2002
7/1/78-7/31/79	JULY 1, 1984	JULY 1, 1988	JULY 1, 1993	JULY 1, 1998	JULY 1, 2003
8/1/79-7/31/80	JULY 1, 1985	JULY 1, 1989	JULY 1, 1994	JULY 1, 1999	JULY 1, 2004
8/1/80-7/31/81	JULY 1, 1986	JULY 1, 1990	JULY 1, 1995	JULY 1, 2000	JULY 1, 2005
8/1/81-7/31/82	JULY 1, 1987	JULY 1, 1991	JULY 1, 1996	JULY 1, 2001	JULY 1, 2006
8/1/82-7/31/83	JULY 1, 1988	JULY 1, 1992	JULY 1, 1997	JULY 1, 2002	JULY 1, 2007
8/1/83-7/31/84	JULY 1, 1989	JULY 1, 1993	JULY 1, 1998	JULY 1, 2003	JULY 1, 2008
8/1/84-7/31/85	JULY 1, 1990	JULY 1, 1994	JULY 1, 1999	JULY 1, 2004	JULY 1, 2009
8/1/85-7/31/86	JULY 1, 1991	JULY 1, 1995	JULY 1, 2000	JULY 1, 2005	JULY 1, 2010
8/1/86-7/31/87	JULY 1, 1992	JULY 1, 1996	JULY 1, 2001	JULY 1, 2006	JULY 1, 2011
8/1/87-7/31/88	JULY 1, 1993	JULY 1, 1997	JULY 1, 2002	JULY 1, 2007	JULY 1, 2012
8/1/88-7/31/89	JULY 1, 1994	JULY 1, 1998	JULY 1, 2003	JULY 1, 2008	JULY 1, 2013
8/1/89-7/31/90	JULY 1, 1995	JULY 1, 1999	JULY 1, 2004	JULY 1, 2009	JULY 1, 2014
8/1/90-7/31/91	JULY 1, 1996	JULY 1, 2000	JULY 1, 2005	JULY 1, 2010	JULY 1, 2015
8/1/91-7/31/92	JULY 1, 1997	JULY 1, 2001	JULY 1, 2006	JULY 1, 2011	JULY 1, 2016
8/1/92-7/31/93	JULY 1, 1998	JULY 1, 2002	JULY 1, 2007	JULY 1, 2012	JULY 1, 2017
8/1/93-7/31/94	JULY 1, 1999	JULY 1, 2003	JULY 1, 2008	JULY 1, 2013	JULY 1, 2018
8/1/94-7/31/95	JULY 1, 2000	JULY 1, 2004	JULY 1, 2009	JULY 1, 2014	JULY 1, 2019
8/1/95-7/31/96	JULY 1, 2001	JULY 1, 2005	JULY 1, 2010	JULY 1, 2015	JULY 1, 2020
8/1/96-7/31/97	JULY 1, 2002	JULY 1, 2006	JULY 1, 2011	JULY 1, 2016	JULY 1, 2021
8/1/97-7/31/98	JULY 1, 2003	JULY 1, 2007	JULY 1, 2012	JULY 1, 2017	JULY 1, 2022
8/1/98-7/31/99	JULY 1, 2004	JULY 1, 2008	JULY 1, 2013	JULY 1, 2018	JULY 1, 2023
8/1/99-7/31/00	JULY 1, 2005	JULY 1, 2009	JULY 1, 2014	JULY 1, 2019	JULY 1, 2024
8/1/00-7/31/01	JULY 1, 2006	JULY 1, 2010	JULY 1, 2015	JULY 1, 2020	JULY 1, 2025
8/1/01-7/31/02	JULY 1, 2007	JULY 1, 2011	JULY 1, 2016	JULY 1, 2021	JULY 1, 2026
8/1/02-7/31/03	JULY 1, 2008	JULY 1, 2012	JULY 1, 2017	JULY 1, 2022	JULY 1, 2027
8/1/03-7/31/04	JULY 1, 2009	JULY 1, 2013	JULY 1, 2018	JULY 1, 2023	JULY 1, 2028
8/1/04-7/31/05	JULY 1, 2010	JULY 1, 2014	JULY 1, 2019	JULY 1, 2024	JULY 1, 2029
8/1/05-7/31/06	JULY 1, 2011	JULY 1, 2015	JULY 1, 2020	JULY 1, 2025	JULY 1, 2030
8/1/06-7/31/07	JULY 1, 2012	JULY 1, 2016	JULY 1, 2021	JULY 1, 2026	JULY 1, 2031

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