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#### Contract Database Metadata Elements

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Port Jervis City School District And  
Csea Local 836 (Non-Instructional  
Unit)

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

and

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

JULY 1, 1997 - JUNE 30, 2002

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

OCT 28 1999

EXECUTIVE DIRECTOR

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AGREEMENT made and entered into this \_\_\_\_\_ day of October, 1999  
by and between THE BOARD OF EDUCATION, CITY SCHOOL DISTRICT  
of THE CITY OF PORT JERVIS (hereinafter referred to as  
the "Board" or "Board of Education"

and

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

## ARTICLE 1

### RECOGNITION AND DEDUCTIONS

#### SECTION 1 - RECOGNITION

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

#### SECTION 2 - DEDUCTIONS

##### A. DUES DEDUCTIONS

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

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

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

or to change such authorization.

B. SERVICE FEE DEDUCTIONS

Thirty (30) days after the signing of this Agreement or thirty (30) days after the date of employment whichever comes later, the Board agrees, in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of the UNION, but who is represented by the UNION for the purpose of collective negotiation an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the UNION, provided that the UNION establish and maintain a procedure providing for the refund of an employee demanding the return of any part of such Agency Shop Fee, deductions which represent the employee's pro-rated share of the expenditures of the UNION in aid of activities or causes only incidentally related to terms and conditions of employment.

C. REMITTANCE

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

The UNION assumes responsibility for the disposition of such funds so deducted once they are remitted to the UNION, or to the appropriate collection agency, as the case may be, and the BOARD shall be saved whole and harmless.

SECTION 3 - EMPLOYEE INFORMATION

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

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

ARTICLE 2

WORKDAY AND WORKWEEK

SECTION 1 - CUSTODIAL AND MAINTENANCE PERSONNEL

(12 month: Custodial, Maintenance, Mechanics)

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

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

C. Summer Hours - Maintenance and Custodians. Maintenance personnel and custodians shall, during the period from July 1, through August 31 of each contract year, be entitled to adjust the workday from 7 AM. to 3:30 P.M. to 6 A.M. to 2:30 P.M., subject to the condition that the Administration reserves the right unto itself to readjust the work schedule to the normal workday for the purpose of addressing a particular scheduled event or where special circumstances warrant a return to the normal workday. Such resumption

shall be on 72 hours' notice unless a shorter notice time is agreed upon by the Union.

## SECTION 2 - CLERICAL PERSONNEL

- A. The work week for all clerical employees hired on or after July 1, 1992 will be 37-1/2 hours.
- B. The normal full time workday, for employees hired before July 1, 1992, shall be seven and one-half (7-1/2) hours per day, exclusive of lunch. The normal full-time work week shall be defined as five (5) consecutive days with two (2) consecutive days off totaling thirty-seven and one-half (37-1/2) hours per week except during the months of July and August at which time the work day for such twelve month clerical employees shall be six (6) hours per day and thirty (30) hours per week. Notwithstanding the foregoing, however, such employees (those hired before July 1, 1992) shall be given the option, in their sole discretion, to work thirty-seven and one-half (37-1/2) hours during July and August at the regular hourly rate.
- C. During Thanksgiving, Christmas, and Spring Break, employees shall work the normal work week (37-1/2 hours) at the regular hourly rate, in accordance with the attached schedule annexed hereto and made part hereof.

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

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

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

The Memorandum of Agreement dated March 20, 1990, (incorporated herein as Appendix "F") entered into by and between the Port Jervis City School District and the Union, relating to teacher assistants is hereby incorporated in and made a part hereof as if fully set forth herein. The terms of said Memorandum of Agreement shall control for the purpose of governing the relationship of the School and the District and the teacher assistants except to the extent that the terms of the Memorandum of Agreement are inconsistent with and have been superseded by this Collective Bargaining Agreement, and to the extent that the Collective Bargaining Agreement and the Memorandum of Agreement conflict, then it is understood and agreed that the Collective Bargaining Agreement shall control.

## SECTION 4 - SHIFT CHANGES

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

The District reserves the right, unto itself, subject to the limitations hereinafter set forth, to develop such work schedule or schedules, with respect to the bus garage mechanics, as it deems appropriate for the

orderly and efficient administration of the Transportation Department. The District may vary the work schedules between the hours of 5:00 AM and 10:00 PM, subject to the following considerations:

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

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

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

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

#### SECTION 5 - RELIEF BREAK

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

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

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

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

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

#### SECTION 6 - INCLEMENT WEATHER OR EMERGENCY DAYS

(1) When school is closed because of a declared snow day, all non-essential employees shall not be required to report for duty. Non-essential employees who do not report for duty shall not suffer any loss of salary for the declared snow day. This provision will not apply to a delayed opening day.

(2) Non-essential employees who report on the designated time on the delayed opening shall receive a full days pay and shall not suffer any loss of salary for such delayed opening.

(3) Essential employees required to report for duty will be compensated one and one-half (1½) times their normal rate.

(4) Essential employees are defined as mechanics, drivers that plow, custodial, maintenance personnel and

clerical employees.

(5) Essential employees unable to report to work (partial or full) due to inclement weather conditions shall have the option of having said times charged against accrued sick leave or vacation time, otherwise loss of pay will result from the absences. Notwithstanding the foregoing, however, it is agreed that with respect to a delayed opening day, if such essential employee shall report within one hour the designated time for the opening of school or their designated start time, then such essential employee shall receive a full days pay (by way of example, in the event of a two hour delayed opening, an essential employee who reports one hour prior to the time established for opening shall be paid for two hours. An essential employee who reports on time (at the regular designated time) in connection with a one hour delayed opening shall be paid for that time).

(6) The District will attempt to notify all non-essential employees, including bus drivers, by radio or telephone of a delayed opening forty-five minutes prior to the established reporting time. To facilitate such notification, the District and Union shall agree to and implement a coordinated notification procedure which will include, but not be limited to, a "phone chain". The radio announcement will be considered as of the time they are notified. If such employees do not receive such notification and report to work and there is a delayed opening, they shall receive an additional two (2) hours pay at their regular hourly rate of pay.

### ARTICLE 3

## COMPENSATION

### SECTION 1 - SALARY COMPUTING FACTORS

The 12 month custodial, maintenance, mechanics, assistant mechanics and cleaner personnel shall be considered to work 2080 hours per year (40 hours per week X 52 weeks) and 12 month clerical personnel shall be considered to work 1842.75 hours per year and salary shall be computed using these factors.

### SECTION 2 - ENTITLEMENT TO INCREMENTS

Increments, except as expressly set forth in this agreement and the schedules annexed hereto, are not provided for in this contract and there will be no additional increments paid for or provided during the term of this agreement or thereafter, unless incorporated in a successor agreement. In lieu thereof, only such incremental advances, as set forth in the salary schedules annexed hereto and as set forth in Section 6 of this Article, shall be permitted.

### SECTION 3 - PREMIUM PAY

A. OVERTIME The Board shall pay time and one-half (1½) the employees' rate of pay for all hours worked over 37-1/2 hours per week, for all clerical employees, and over forty (40) hours per week for all forty hour per week employees and for guaranteed holidays and Sundays.

Notwithstanding the foregoing, the employee shall have the right, at his/her discretion to receive compensatory time in lieu of overtime payment at the applicable overtime rate up to a maximum



accumulation of eighty (80) hours per year, subject however to the condition that such compensatory time must utilized within the same pay period for which such overtime was earned, which compensation time shall be available only with the approval of the immediate supervisor, which approval shall not unreasonably be withheld. Said approval or denial thereof shall further be subject to review by the Superintendent.

B. BUILDING CHECKS

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

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

C. HEAVY WORK

During the term of this Agreement, and until superceded by a successor Agreement, extra compensation of twelve (\$.12) cents per hour shall be paid to male or female cleaners for doing heavy work.

D. NIGHT SHIFT DIFFERENTIAL

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

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

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

Additionally, all night Head Custodians shall receive \$.29 per hour added to his, her or their base wage or compensation.

E. WORKSHOPS AND COURSES

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

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

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

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

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

Permission to attend professional meetings shall be with the approval of the Superintendent of Schools.

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

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

7. The parties agree to implement the Fair Labors Standards Act (FLSA) and convert to an hourly rate. To implement the FLSA, the time clock shall be the device for documenting time worked for all members of the bargaining unit.

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

#### SECTION 4 - PROMOTIONS

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

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

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

#### SECTION 5 - CONSULTATION OF JOB CATEGORIES

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

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

#### SECTION 6 - COMPENSATION EFFECTIVE JULY 1, 1997, 1998, 1999, 2000 and 2001

##### BASE COMPENSATION ADJUSTMENT:

A. The compensation or wage adjustment for contract year 1997/98 shall be in accordance with the annexed schedule designated as "Appendix D". The intent is to implement a five (5%) percent compensation or wage adjustment for each employee, (effective and retroactive to July 1, 1997) all employees on the top step or off the schedule shall receive a five (5%) percent compensation or wage increase based upon the final step in their job category or their current compensation or wage, whichever is greater. Any retroactive compensation to be paid for contract year 1997/98 shall be paid in a lump sum payment within thirty (30) days of the signing and ratification of the contract, in a separate check, or sooner, if practical.

Thereafter, and in contract year 1998/99, there will be a further compensation and/or wage adjustment in accordance with the annexed schedule designated as "Appendix D". The intent is to implement a further five (5%) percent compensation and/or wage adjustment for each employee (effective July 1, 1998) All employees on the top step or off the schedule shall receive a five (5%) percent compensation and/or wage adjustment based upon his, her or their final step in their job category or his, her or their base compensation and/or wage, whichever is greater.

Thereafter, and in contract year 1999/2000, there shall be a further compensation and/or wage adjustment in accordance with the annexed schedule designated as "Appendix D". The intent is to implement a further five (5%) percent compensation and/or wage adjustment for each employee, effective July 1, 1999. All employees on the top step or off the schedule shall receive a five (5%) percent compensation and/or wage adjustment based upon his, her or their final step in their job category or his, her or their base compensation and/or wage, whichever is greater.

Thereafter and in Contract Year 2000/2001, there shall be a further compensation and/or wage adjustment in accordance with the annexed Schedule designated as "Appendix D". The intent is to implement a further four (4%) percent compensation and/or wage adjustment for each employee, effective July 1, 2000. All employees on the top step or off the Schedule shall receive a four (4%) percent compensation and/or wage adjustment based upon his, her or their final step in their job category or his, her or their base compensation and/or wage, whichever is greater.

Thereafter and in Contract year 2001/2002, there shall be a further compensation and/or wage adjustment in accordance with the annexed Schedule designated as "Appendix D". The intent is to implement a further four (4%) percent compensation and/or wage adjustment for each employee, effective July 1, 2001. All employees on the top step or off the Schedule shall receive a four (4%) percent compensation and/or wage adjustment based upon his, her or their final step in their job category or his, her or their base compensation and/or wage, whichever is greater.

Consistent with the provisions of Article 3 (Section 2) there shall be no further step movement or incremental movements except as specifically set forth herein, unless and until same are separately negotiated in a successor Collective Bargaining Agreement.

#### B. HOURLY EMPLOYEES

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

#### HOURLY EMPLOYEES

Commencing 10<sup>th</sup> Year - - - - -20 cents per hour  
Commencing 15<sup>th</sup> Year - - - - -25 cents per hour  
Commencing 20<sup>th</sup> Year - - - - -30 cents per hour  
Commencing 25<sup>th</sup> Year - - - - -35 cents per hour

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

SECTION 7 - LONGEVITY, LEAVE ACCRUALS, STEP INCREMENTS AND INSURANCE TO BE PAYABLE ON THE FIRST DATE OF ELIGIBILITY

All benefits, including compensation, longevity, leave accruals, step increments (if applicable), and insurance will be due and payable to all employees on their first date of eligibility. In the event benefits are delayed after the initial date of eligibility, such benefits shall be payable retroactive to the first date of eligibility. No interest will accrue on unpaid benefits. It is understood that step increments and revisions and employee insurances are only as applicable.

ARTICLE 4

HOLIDAYS

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

Day Before New Year's Day	Independence Day	
New Year's Day	Labor Day	
Martin Luther King, Jr. Day	Columbus Day	
Lincoln's Birthday		Veterans Day
Washington's Birthday	Thanksgiving Day	
Good Friday	Day before Christmas Day	
Memorial Day	Christmas Day	

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

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

ARTICLE 5

VACATION SCHEDULES

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

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

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

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

## ARTICLE 6

### LEAVES

#### SECTION 1 - SICK LEAVE

All 12-month regular employees shall be granted 15 sick days leave per year at no loss of pay accumulative to 250 days. All regular employees working less than twelve (12) months shall receive a pro-rata share depending upon the number of months worked. Regular employees who work three (3) hours or less shall receive six (6) sick leave days per annum accumulative to two hundred fifty (250) days. At any time an employee, at no loss of pay may use all of his accumulated sick leave for personal illness. A doctor's certificate may be required for all absences of school personnel beyond three (3) continuous days of absence. Such certificate shall include a statement that in the professional opinion of the doctor the absence of the employee was necessary. Absence beyond the employee's accumulated sick leave will result in full loss of pay for the period of absence unless otherwise approved by the sick bank. Salary deductions will be on pro rata basis.

On or after July 1, 1995, an employee's sick days will accrue at the rate of one and one-quarter (1/4) days per month. The previous practice that fifteen (15) days are credited to the account of the employee at the commencement of the contract year, will be discontinued effective July 1, 1995.

Sick leave is granted for the following reasons:

1. Illness of the employee, quarantine.
2. Sickness or death in the employee's immediate family or household.
3. The term "immediate" family refers to father, mother, brother, sister, husband, wife, son, daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, also grandchildren and grandparents and "significant others".
4. Jewish religious observance.

#### SECTION 2 - ACCUMULATED SICK DAYS

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

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

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

D. The special benefit payment will be included in the final two salary payments of the school year at time

of retirement, at which time the exact number of unused sick leave days can, be accurately computed.

### SECTION 3 - PERSONAL BUSINESS LEAVE POLICY

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

### SECTION 4 - BEREAVEMENT

All 12-month employees shall be granted three (3) days of bereavement leave for each occurrence of death in the immediate family as defined in Article 6, Section 1. Such leave shall not be charged against sick leave and is not cumulative. All regular employees working less than 12 months shall receive a pro-rata share depending upon the number of months worked. Employees working three (3) hours or less, shall be entitled to one (1) day of bereavement leave. Under extenuating circumstances, employees will be entitled to use in excess of their allotted bereavement days and subtract the excess days from accumulated sick leave with the approval of the Superintendent of Schools.

### SECTION 5 - CHILD CARE LEAVE

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

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

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

### SECTION 6 - LEAVE OF ABSENCE

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

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

### SECTION 7 - SICK BANK FOR LONG TERM ILLNESS

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

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

B. The bank shall be administered by a Joint Committee which shall include three members from the

Administration and three members from the Union. Each member shall have one vote. Four (4) votes shall be required for approval.

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

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

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

#### SECTION 8 - PROFESSIONAL AND COMMUNITY AFFAIRS LEAVE

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

### ARTICLE 7

#### PENSION, HEALTH INSURANCE, MEDICAL EXAMINATION, DENTAL PLAN

##### SECTION 1 - RETIREMENT

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

##### SECTION 2 - HEALTH INSURANCE

The Board of Education shall pay 95% of the premium for the Orange-Ulster Health Insurance Plan as defined by the Trust.

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

A regular CSEA employee, for the purposes of this agreement, shall be defined as an employee who:

(a) is hired prior to January 1, 1985 who works a specified working schedule each day of the week and earns at least Four Thousand (\$4,000.00) Dollars a year;

(b) is hired on or after July 1, 1985, who works a specified work schedule each day of the week and earns at least Six Thousand (\$6,000.00) Dollars a year:

(c) is hired on or after September 8, 1988 who works a specified working schedule each day of the week and earns at least Seven Thousand (\$7,000.00) Dollars per year; or

(d) is hired on or after July 1, 1992, who works a specified working schedule each day of the week and earns at least Ten Thousand (\$10,000.00) Dollars per year.

(e) is hired on or after July 1, 1994, who works a specified working schedule each day of the week and earns at least Eleven Thousand Five Hundred and 00/100 (\$11,500.00) Dollars per year.

Employees who do not qualify for health insurance coverage, shall, at his/her option and expense, be eligible for coverage under said plan.

The parties agree that fifty (50%) percent of the savings to the DISTRICT resulting from a CSEA employee who has dual health insurance coverage (the CSEA employee and his/her spouse) electing to drop such second coverage, shall be paid to the employee by December 1st of each year, provided that the CSEA employee has notified the District of the decision to drop the dual coverage by September 1 or by thirty (30) days prior to the commencement of the annual policy period, whichever is sooner. The District shall have the right to waive this notification deadline.

The CSEA employee electing to drop coverage shall notify the District, as prescribed above, each year, on a form to be provided by the District, which shall contain a statement by the CSEA employee of such dual coverage, shall attach evidence of same, including the other policy number. For the purposes of this provision, dual coverage shall include coverage under a spouse's policy in another school district or in other public or private employment.

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

### SECTION 3 - MEDICAL EXAMINATIONS

A. Any medical examination required by the School District and conducted by the designated School Physician shall be paid for by the District. If an employee desires a different physician, the employee will be reimbursed in the amount of \$35.00 for such examination. If the School Doctor requires further medical testing, the cost of such testing shall be borne by the School District. The District will also pay for the unreimbursed portion of the physical examination that may be required incident to maintaining asbestos certification.

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

C. The District agrees to and shall provide, upon request of the Union, any necessary preventative



vaccinations to employees who are likely to contract any pathogenic viruses, which shall include hepatitis vaccinations.

#### SECTION 4 - DENTAL PLAN

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

- A. Effective 7/1/97 - not to exceed \$471.00 per contract year, per employee for the period July 1, 1997 to June 30, 1998;
- B. Effective 7/1/98, the sum of \$484.92 per contract year, per employee, for the period July 1, 1998 to June 30, 1999;
- C. Effective 7/1/99, the sum of \$484.92 per contract year, per employee, for the period July 1, 1999 - June 30, 2000, and thereafter unless and until superceded by successor agreement between the parties.

#### SECTION 5 - VISION PLAN

The District shall pay the following amounts towards the CSEA Employee Benefit Fund for the purpose of providing Platinum 12 Family Vision Plan for regular employees as defined in Article 7, Section 2 of the Agreement, such obligation on the part of the District to commence on July 1, 2000, and such contribution to be as follows:

- A. Effective July 1, 2000, the sum of \$181.56 per Contract Year, per employee, for the period July 1, 2000 - June 30, 2001;
- B. Effective July 1, 2001, the sum of \$186.96 per Contract Year, per employee, for the period July 1, 2001 - June 30, 2002.

#### SECTION 7 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

An Employee Assistance Program shall be developed and implemented during the life of this contract. The parties agree that during the term of this agreement the District and the Union shall formulate a committee to further define and finalize the provisions of such Employee Assistance Program.

### ARTICLE 8

#### PROBATION AND TENURE

- A. All employees hired in a non-competitive and labor class prior to December 1, 1994 shall be governed by a six (6) month probationary period.
- B. All employees appointed to the non-competitive and labor classes on or after December 1, 1994, shall be governed by a twelve (12) month probationary period.
- C. Employees appointed to the non-competitive and labor classes, after the expiration of their probationary period, shall be accorded the same rights that competitive employees receive under and pursuant to the disciplinary procedure set forth under Article 12 of this Agreement as it relates to removal and/or

suspension.

## ARTICLE 9

### NON-TEACHING VACANCY

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

## ARTICLE 10

### RECIPROCAL RIGHTS/EMPLOYEE EVALUATIONS

#### SECTION 1

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

#### SECTION 2

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

#### SECTION 3 - EMPLOYEE EVALUATION

Performance evaluations shall be conducted no less than twice per year by the employee's immediate supervisor and shall require the employee to be given the opportunity to review and sign the written evaluation before it is placed in the employee's file.

## ARTICLE 11

### JOINT LABOR/MANAGEMENT COMMITTEE

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

## ARTICLE 12

### BUS DRIVERS/BUS MONITORS ASSIGNMENTS

#### SECTION 1 - SELECTION AND ASSIGNMENTS

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

A. If for any reason other than illness or just cause one of these regularly scheduled runs becomes open during the school year due to the inability of a driver to meet his driving obligations, the run will be assigned to the senior substitute driver whose qualifications allow him to take this assignment.

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

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

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

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

#### SECTION 2 - EXTRA CURRICULAR TRIPS

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

Commencing on September 1, 1998, all employees, regardless of date of hire, shall be deemed "unavailable" for purpose of selecting an extracurricular bus run, where he, she or they have incurred a prior contractual commitment to the District. For the purpose of this provision a prior contractual commitment to the District shall be deemed to include a bus driver's existing and regular bus run.

B. If a scheduled extra trip is canceled without prior notice on a non-school day, the driver will be

compensated for two hours pay if he reports for work. On a school day, one hour's pay will be granted under the same conditions or the driver will be compensated for any time lost from his regularly scheduled run, provided the same conditions apply.

C. Bus drivers will be compensated for overnight runs at \$100.00 per day plus lodging and meals, with a cap of \$25.00 per day for meals not otherwise provided by the District.

### SECTION 3 - BUS RUN TIME ADJUSTMENTS

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

### SECTION 4 - VEHICLE MAINTENANCE

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

### SECTION 5 - SUMMER RUNS

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

## ARTICLE 13

### POSTING PROCEDURE

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

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

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

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

## ARTICLE 14

### OUT-OF-TITLE WORK

All employees explicitly assigned and required to perform the duties of a higher classification with a higher rate of compensation for three (3) consecutive working days, shall be paid at the higher rate of pay, retroactive to day one of such assignment.

## ARTICLE 15

### LAYOFF

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

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

There shall be no excessing of employees for budgetary reasons (layoffs) for contract years 1997/98, 1998/99, 1999/2000, 2000/2001 and 2001/2002. This shall not apply to the reduction of positions due to attrition by resignation, retirement or through disciplinary procedures.

## ARTICLE 16

### JURY DUTY

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

## ARTICLE 17

### GRIEVANCE PROCEDURE

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

## ARTICLE 18

### DELAYED SCHOOL OPENINGS

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

**ARTICLE 19**

**COMPATIBILITY WITH LAW**

**SECTION 1 - SAVINGS CLAUSE**

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

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

**SECTION 2 - MANDATED PROVISION OF THE LAW**

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

**ARTICLE 20**

**MANAGEMENT RIGHTS AND DURATION**

**SECTION 1 - MANAGEMENT RIGHTS AND AMENDMENT**

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

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

**SECTION 2 - DURATION**

This agreement shall be in effect for a five (5) year period commencing July 1, 1997 and expiring June, 30, 2002.

**ARTICLE 21**

**EMPLOYEE PERSONNEL FILE**

**SECTION 1 - COMPLAINT PROCEDURE**

There shall only be one official employee personnel file, which shall be retained at the District Business Office. Employees may review their personnel file upon request. The District shall not unduly delay granting such requests. Employees will be given copies of any entries made to their personnel file, that may

have an adverse impact on them, at the same time those entries are made to their personnel file. They shall also have the right to rebut any adverse entry to their file. A written complaint not placed in their personnel file shall not be used against the CSEA Member in any subsequent disciplinary proceeding.

## ARTICLE 22

### DISCIPLINARY PROCEDURE

#### SECTION 1 - APPLICABILITY

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

#### SECTION 2 - CAUSE

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

#### SECTION 3 - CONTENTS OF NOTICE OF DISCIPLINE

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

#### SECTION 4 - SERVICE OF NOTICE OF DISCIPLINE

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

#### SECTION 5 - PROCEDURE

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

#### SECTION 6 - SUSPENSION

An employee may be suspended with or without pay prior to the resolution of the Notice of Discipline only if employer determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. The disciplinary hearing officer shall have the authority to determine whether there was probable cause for such a suspension. An employee may only be suspended for a maximum of 30 calendar days without pay.

## SECTION 7 - PRE-HEARING CONFERENCE

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

## SECTION 8 - EMPLOYEE RIGHTS

A. An employee shall be entitled to be represented by CSEA or an attorney of his/her choosing at each step of the procedure.

B. No employee shall be required to submit to an interrogation by the supervisor or department head if the information sought is to be used against the employee in a disciplinary proceeding or after a Notice of Discipline has been served on such employee or after the employee's resignation has been requested, unless the employee is notified in advance that he/she has the right to save CSEA representation during such proceeding.

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

## SECTION 9 - DISCIPLINE HEARING

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

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

## SECTION 10 - DEFINITIONS

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



## ARTICLE 23

### RETIREMENT INCENTIVE PROGRAM

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

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

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

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

(3) Payments will be subject to normal legal deductions. The retiring employee shall be given the option of receiving the one time retirement incentive payment in the calendar year in which he or she retires or in the first pay period of the next succeeding calendar year. Notification of such election shall be delivered to the Superintendent, in writing, prior to the effective date of such employee's retirement.

(4) The retirement incentive hereinafter set forth, shall be a one time retirement incentive bonus, which will be paid in one lump sum payment, the amount of which shall be calculated as follows: (a) the starting hourly rate in the employee's particular title shall be subtracted from the employee's hourly rate at the time of his or her retirement. This difference shall thereafter be multiplied by the number of actual hours paid (exclusive of overtime work) in the twelve (12) month period immediately preceding the effective date of such employee's retirement. In the case of cafeteria personnel, the term "actual hours paid in the twelve (12) month period immediately preceding the effective date of retirement" shall be interpreted to mean the highest number of hours worked in any twelve (12) month period (measured from the effective date of retirement) over the previous thirty-six (36) months. By way of example, if a cafeteria employee's retirement date is June 10, 1998, then the twelve (12) month measurement intervals are July 1, 1995 through June 30, 1996, July 1, 1996 through June 30, 1997 and July 1, 1997 through June 30, 1998.

(5) It is understood and agreed that the retirement incentive provisions hereinbefore set forth shall expire and cease as of June 30, 2002 and shall not be extended to subsequent years unless negotiated and incorporated in a successor Agreement.

## ARTICLE 24

### DRUG TESTING POLICY

In conformity with the Federal Highway Administration Regulations (49 CFR Parts 382, 383, 391, 392 and 395) a Memorandum of Agreement has been entered into between the District and the Union, a copy of which is attached hereto, made part hereof and marked Appendix "E".

ARTICLE 25

COMPLETE UNDERSTANDING OF THE PARTIES

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

The parties hereunto set their HANDS AND SEALS this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

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

By: Michael Bello  
Michael Bello, President

10/5/99 Date

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

By: Barbara L. Burdge  
, President

October 13<sup>th</sup>, 1999 Date

Boli O'Carroll Jr.  
CSEA Collective Bargaining Specialist

9/29/99 Date

Patrick J. Hamill  
Patrick J. Hamill, Superintendent

10/5/99 Date

APPENDIX "A"

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

Name \_\_\_\_\_ School \_\_\_\_\_

Date of Filing Request \_\_\_\_\_

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

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

I hereby request personal business leave on \_\_\_\_\_

Signed: \_\_\_\_\_  
Staff Member

\*\*\*\*\*

IMMEDIATE SUPERVISOR'S AND/OR PRINCIPAL'S RECOMMENDATION

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

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
Principal or Supervisor

\*\*\*\*\*

**SUPERINTENDENT'S DECISION**

**SUMMARY OF PERSONAL LEAVE AVAILABLE**

Total Allowed \_\_\_\_\_

Number of Personal Leave days available after approval/denial of request \_\_\_\_\_

Request is approved \_\_\_\_\_ disapproved \_\_\_\_\_

Signed: \_\_\_\_\_  
Superintendent of Schools

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

## APPENDIX "B"

### GRIEVANCE PROCEDURE

#### DECLARATION OF POLICY

In order to establish a more harmonious and cooperative relationship and to provide a means for an orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of said employees pursuant to the terms of this Agreement, establish rules, regulations and policies of the Board of Education, the following procedures have been agreed to:

#### DEFINITIONS

1. Aggrieved Party shall mean the Union, any employee or group of employees filing a grievance.
2. Immediate Supervisor shall mean the individual to whom the employee is directly responsible (e.g. custodian directly responsible to The Director of Buildings and Grounds, bus driver directly responsible to The Director of Transportation, cafeteria worker directly responsible to the Director of Food service, etc.).
3. Chief Administrator shall mean the Superintendent of the District.
4. Representative shall mean the individual or individuals designated by the aggrieved party to act on his behalf during the grievance procedure.
5. Grievances shall mean any dispute involving breach, interpretation or application of this Agreement, existing laws, rules, procedures, regulations, administrative orders or work rules which relate to or involve employees' health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees provided, however, that such term shall not include any matter which is otherwise reviewable pursuant to the law.
6. Grievance Subject to Binding Arbitration "A grievance subject to binding arbitration" shall be limited in its application to the disciplinary appeals of employees only. All other grievable matters as hereinbefore defined in subparagraph "5" of the definitional section of this grievance procedure shall be subject to Advisory Arbitration only.

#### 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. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedure by a person or persons of his own choice.
4. All hearings shall be confidential.
5. 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. The Chief Administrator and immediate supervisor shall have the responsibility to consider promptly such grievances presented to him and make a determination within the authority delegation to his 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 relates to or affect the employee in the performance of his/her assignment. They are not designated to be used for changing such rules or establishing new ones.

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

8. No grievance may be brought more than thirty (30) calendar days after the occurrence of the act or condition upon which it is based or after the grievant knew of said act or condition.

## PROCEDURES

### Stage 1 - Informal Stage

A. The aggrieved party shall orally present his grievance to his immediate supervisor who shall orally and informally discuss the grievance with the aggrieved party. The immediate supervisor shall render his determination to the aggrieved party within five (5) school days after the grievance has been presented to him. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the next stage.

NOTE: Throughout these procedures, if the aggrieved party is a member of the Service Negotiating Unit wherein his duties relate directly to a particular school building, the aggrieved party shall confer with that Building Principal as well as his immediate supervisor.

B. If the aggrieved party is not satisfied with the decision of the immediate Supervisor, he/she must, within ten (10) school days of receipt of that decision, reduce the grievance to writing and present it to the appropriate Central Office Administrator. The written statement of the grievance must include the contract section alleged to have been violated and the remedy or redress sought. The Central Office Administrator shall render his determination to the aggrieved party within ten (10) school days after the written grievance was presented to him.

### Stage 2 - Formal Stage

A. Within five (5) school days after a determination has been made at the preceding stage, the aggrieved party may make a written request to the Chief Administrator for review and determination

B. The Chief Administrator shall immediately notify the aggrieved party and immediate supervisor to submit written statements to him within five (5) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination previously rendered.

C. If such is requested in the written statement of either party, the Chief Administrator shall notify all parties concerned in the case of the time and place when an informal hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within ten (10) school days of the receipt of the written statement.

D. The Chief Administrator shall render his determination within ten (10) school days after the written statements have been presented to him.

E. If the grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the Board stage.

#### Stage 3 - Board Stage

The aggrieved party may, within five (5) school days of the final determination by the Chief Administrator, make a written request to the Board of Education for review and determination. Written statements and records of the case shall be submitted to the president of the Board of Education by the Chief Administrator. The Board of Education may hold a hearing to obtain further information regarding the case. The Board of Education shall render their decision within ten (10) school days after receiving the request for review.

#### Stage 4 - Advisory Arbitration Stage

A. After the Board Stage, the Union, in its sole discretion, shall have the option of appealing the grievance to a Court of appropriate and/or competent jurisdiction, or Advisory Arbitration. The Union will notify the Board of Education, within fifteen (15) school days from the receipt of the Stage 3 Decision, which course of appeal it intends to take. Advisory Arbitration shall be governed by the rules and procedures of the Public Employment Relations Board, now in effect or as hereinafter amended.

B. In the event the grievance is appealed to Advisory Arbitration, the selected arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from either the date of the close of the hearing, or, if oral hearings have been waived, from the date the final statements and proofs are submitted. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues.

C. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

D. The decision of the arbitrator shall be advisory only and is not binding upon either party.

E. The Board of Education and the Union will each assume its own legal costs in the event the Union elects to pursue the grievance before a court of competent and appropriate jurisdiction. In the event the Union elects to proceed with Advisory Arbitration, the cost of the arbitrator shall be equally shared by the Board of Education and the Union.

APPENDIX "C"

NON-TEACHING VACATION SCHEDULE INFORMATION

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

Column A

Employed less than six (6) months  
(12 month employees)

Column B

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

PRO-RATED VACATION DAYS

EMPLOYMENT DATE

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

EMPLOYMENT DATE

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

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



**APPENDIX "D"**

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

**SALARY SCHEDULE CSEA  
POSITION/TITLE**

	STEP	1.05 97-98	1.05 98-99	1.05 99-00	1.04 00-01	1.04 01-02
ACCT CLRK TYP	121.0	9.98	10.48	11.00	11.44	11.80
ACCT CLRK TYP	121.5	10.31	10.83	11.37	11.82	12.29
ACCT CLRK TYP	122.0	10.67	11.20	11.78	12.23	12.72
ACCT CLRK TYP	122.5	11.00	11.55	12.13	12.62	13.12
ACCT CLRK TYP	123.0	11.35	11.92	12.52	13.02	13.54
ACCT CLRK TYP	123.5	11.71	12.30	12.92	13.44	13.98
ACCT CLRK TYP	124.0	12.04	12.64	13.27	13.80	14.35
ACCT CLRK TYP	124.5	12.40	13.02	13.67	14.22	14.79
ACCT CLRK TYP	125.0	12.78	13.39	14.08	14.62	15.20
ACCT CLRK TYP	125.5	13.09	13.74	14.43	15.01	15.61
ACCT CLRK TYP	126.0	13.44	14.11	14.82	15.41	16.03
ACCT CLRK TYP	126.A	13.85	14.54	15.27	15.88	16.62
ACCT CLRK TYP	126.B	14.28	14.97	15.72	16.35	17.00
AUTO MECH HELP	281.0	9.04	9.49	9.98	10.38	10.77
AUTO MECH HELP	281.5	9.40	9.87	10.38	10.77	11.20
AUTO MECH HELP	282.0	9.77	10.26	10.77	11.20	11.65
AUTO MECH HELP	282.5	10.13	10.64	11.17	11.62	12.08
AUTO MECH HELP	283.0	10.52	11.05	11.60	12.08	12.54
AUTO MECH HELP	283.5	10.88	11.42	11.98	12.47	12.97
AUTO MECH HELP	284.0	11.25	11.81	12.40	12.90	13.42
AUTO MECH HELP	284.5	11.61	12.19	12.80	13.31	13.84
AUTO MECH HELP	285.0	11.99	12.60	13.22	13.75	14.30
AUTO MECH HELP	285.5	12.36	12.98	13.63	14.18	14.75
AUTO MECH HELP	286.0	12.73	13.37	14.04	14.60	15.18
AUTO MECH HELP	286.A	13.09	13.74	14.43	15.01	15.61
AUTO MECH HELP	286.B	13.50	14.18	14.89	15.49	16.11
AUTO MECH I	261.0	10.26	10.77	11.31	11.78	12.23
AUTO MECH I	261.5	10.67	11.20	11.78	12.23	12.72
AUTO MECH I	262.0	11.07	11.62	12.20	12.69	13.20
AUTO MECH I	262.5	11.47	12.04	12.64	13.15	13.68
AUTO MECH I	263.0	11.87	12.48	13.08	13.60	14.14
AUTO MECH I	263.5	12.27	12.88	13.52	14.08	14.62
AUTO MECH I	264.0	12.68	13.31	13.98	14.54	15.12
AUTO MECH I	264.5	13.08	13.73	14.42	15.00	15.60
AUTO MECH I	265.0	13.49	14.16	14.87	15.48	16.08
AUTO MECH I	265.5	13.89	14.58	15.31	15.92	16.68
AUTO MECH I	266.0	14.28	14.99	15.74	16.37	17.02
AUTO MECH I	266.A	14.73	15.47	16.24	16.89	17.57
AUTO MECH I	266.B	15.16	15.92	16.72	17.39	18.08
AUTO MECH II	271.0	10.08	10.56	11.09	11.53	11.99
AUTO MECH II	271.5	10.46	10.98	11.53	11.99	12.47
AUTO MECH II	272.0	10.86	11.40	11.97	12.45	12.95
AUTO MECH II	272.5	11.26	11.82	12.41	12.91	13.43
AUTO MECH II	273.0	11.64	12.22	12.83	13.34	13.87
AUTO MECH II	273.5	12.04	12.64	13.27	13.80	14.35
AUTO MECH II	274.0	12.45	13.07	13.72	14.27	14.84
AUTO MECH II	274.5	12.83	13.47	14.14	14.71	15.30
AUTO MECH II	275.0	13.25	13.91	14.61	15.19	15.80
AUTO MECH II	275.5	13.64	14.32	15.04	15.64	16.27
AUTO MECH II	276.0	14.03	14.73	15.47	16.09	16.73
AUTO MECH II	276.A	14.46	15.18	15.94	16.58	17.24
AUTO MECH II	276.B	14.89	15.63	16.41	17.07	17.78

SALARY SCHEDULE CSEA		1.05	1.05	1.05	1.04	1.04
POSITION/TITLE	STEP	97-98	98-99	99-00	00-01	01-02
HEAD AUTO MECH	251.0	11.12	11.68	12.26	12.75	13.28
HEAD AUTO MECH	251.5	11.54	12.12	12.73	13.24	13.77
HEAD AUTO MECH	252.0	11.98	12.58	13.21	13.74	14.29
HEAD AUTO MECH	252.5	12.40	13.02	13.67	14.22	14.79
HEAD AUTO MECH	253.0	12.82	13.46	14.13	14.70	15.29
HEAD AUTO MECH	253.5	13.25	13.92	14.62	15.20	15.81
HEAD AUTO MECH	254.0	13.67	14.35	15.07	15.67	16.30
HEAD AUTO MECH	254.5	14.12	14.83	15.67	16.19	16.84
HEAD AUTO MECH	255.0	14.53	15.28	16.02	16.66	17.33
HEAD AUTO MECH	255.5	14.97	15.72	16.51	17.17	17.86
HEAD AUTO MECH	256.0	15.38	16.15	16.98	17.64	18.36
HEAD AUTO MECH	256.A	15.88	16.65	17.48	18.18	18.91
HEAD AUTO MECH	256.B	16.34	17.16	18.02	18.74	19.49
BUS DRIVER <30	231.0	12.13	12.74	13.38	13.92	14.48
BUS DRIVER <30	231.5	12.50	13.13	13.79	14.34	14.91
BUS DRIVER <30	232.0	12.88	13.50	14.18	14.75	15.34
BUS DRIVER <30	232.5	13.22	13.88	14.57	15.15	15.76
BUS DRIVER <30	233.0	13.59	14.27	14.88	15.58	16.20
BUS DRIVER <30	233.5	13.94	14.64	15.37	15.98	16.62
BUS DRIVER <30	234.0	14.30	15.02	15.77	16.40	17.06
BUS DRIVER <30	234.5	14.69	15.42	16.19	16.84	17.51
BUS DRIVER <30	235.0	15.04	15.79	16.58	17.24	17.93
BUS DRIVER <30	235.5	15.39	16.16	16.97	17.65	18.36
BUS DRIVER <30	236.0	15.78	16.57	17.40	18.10	18.82
BUS DRIVER <30	236.A	16.25	17.06	17.91	18.63	19.38
BUS DRIVER <30	236.B	16.74	17.58	18.48	19.20	19.97
BUS DRIVER >30	221.0	12.68	13.31	13.98	14.64	15.12
BUS DRIVER >30	221.5	13.07	13.72	14.41	14.99	15.59
BUS DRIVER >30	222.0	13.45	14.12	14.83	15.42	16.04
BUS DRIVER >30	222.5	13.85	14.54	15.27	15.88	16.52
BUS DRIVER >30	223.0	14.22	14.93	15.68	16.31	16.88
BUS DRIVER >30	223.5	14.60	15.33	16.10	16.74	17.41
BUS DRIVER >30	224.0	14.99	15.74	16.53	17.19	17.88
BUS DRIVER >30	224.5	15.38	16.13	16.94	17.62	18.32
BUS DRIVER >30	225.0	15.74	16.53	17.36	18.05	18.77
BUS DRIVER >30	225.5	16.14	16.95	17.80	18.51	19.25
BUS DRIVER >30	226.0	16.53	17.36	18.23	18.98	19.72
BUS DRIVER >30	226.A	17.02	17.87	18.78	19.51	20.29
BUS DRIVER >30	226.B	17.73	18.62	19.55	20.33	21.14
BUS MONITOR	211.0	8.77	9.21	9.67	10.08	10.46
BUS MONITOR	211.5	9.05	9.50	9.98	10.38	10.80
BUS MONITOR	212.0	9.33	9.80	10.29	10.70	11.13
BUS MONITOR	212.5	9.62	10.10	10.61	11.03	11.47
BUS MONITOR	213.0	9.90	10.40	10.92	11.38	11.81
BUS MONITOR	213.5	10.20	10.71	11.25	11.70	12.17
BUS MONITOR	214.0	10.47	10.99	11.54	12.00	12.48
BUS MONITOR	214.5	10.75	11.29	11.85	12.32	12.81
BUS MONITOR	215.0	11.04	11.59	12.17	12.66	13.17
BUS MONITOR	215.5	11.32	11.89	12.48	12.96	13.50
BUS MONITOR	216.0	11.61	12.19	12.80	13.31	13.84
BUS MONITOR	216.A	11.97	12.57	13.20	13.73	14.28
BUS MONITOR	216.B	12.32	12.94	13.59	14.13	14.70

SALARY SCHEDULE CSEA  
POSITION/TITLE

STEP	1.05 97-98	1.05 98-99	1.05 99-00	1.04 00-01	1.04 01-02	
CLEANER	291.0	9.00	9.45	9.92	10.32	10.73
CLEANER	291.5	9.26	9.72	10.21	10.62	11.04
CLEANER	292.0	9.53	10.01	10.51	10.93	11.37
CLEANER	292.5	9.79	10.28	10.79	11.22	11.67
CLEANER	293.0	10.06	10.56	11.09	11.53	11.99
CLEANER	293.5	10.32	10.84	11.38	11.84	12.31
CLEANER	294.0	10.59	11.12	11.68	12.15	12.64
CLEANER	294.5	10.88	11.40	11.97	12.46	12.95
CLEANER	295.0	11.13	11.69	12.27	12.76	13.27
CLEANER	295.5	11.39	11.98	12.56	13.06	13.58
CLEANER	296.0	11.66	12.24	12.85	13.36	13.89
CLEANER	296.A	12.01	12.61	13.24	13.77	14.32
CLEANER	296.B	12.37	12.99	13.64	14.19	14.76
CLERK	181.0	9.79	10.28	10.79	11.22	11.67
CLERK	181.5	10.13	10.64	11.17	11.62	12.08
CLERK	182.0	10.47	10.99	11.54	12.00	12.48
CLERK	182.5	10.83	11.37	11.94	12.42	12.92
CLERK	183.0	11.17	11.73	12.32	12.81	13.32
CLERK	183.5	11.52	12.10	12.71	13.22	13.75
CLERK	184.0	11.85	12.44	13.08	13.58	14.12
CLERK	184.5	12.20	12.81	13.45	13.99	14.55
CLERK	185.0	12.54	13.17	13.83	14.38	14.96
CLERK	185.5	12.89	13.53	14.21	14.78	15.37
CLERK	186.0	13.25	13.91	14.61	15.19	15.80
CLERK	186.A	13.64	14.32	15.04	15.64	16.27
CLERK	186.B	14.04	14.74	15.48	16.10	16.74
SrCLERK/OM	181.0	11.84	12.43	13.05	13.57	14.11
SrCLERK/OM	181.5	12.32	12.94	13.59	14.13	14.70
SrCLERK/OM	182.0	12.78	13.42	14.09	14.65	15.24
SrCLERK/OM	182.5	13.25	13.91	14.81	15.19	15.80
SrCLERK/OM	183.0	13.69	14.37	15.09	15.69	16.32
SrCLERK/OM	183.5	14.18	14.89	15.63	16.26	16.91
SrCLERK/OM	184.0	14.65	15.38	16.18	16.80	17.47
SrCLERK/OM	184.5	15.09	15.84	16.63	17.30	17.99
SrCLERK/OM	185.0	15.56	16.34	17.16	17.85	18.56
SrCLERK/OM	185.5	16.02	16.82	17.66	18.37	19.10
SrCLERK/OM	186.0	16.49	17.31	18.18	18.91	19.67
SrCLERK/OM	186.A	16.99	17.84	18.73	19.48	20.26
SrCLERK/OM	186.B	17.49	18.36	19.28	20.05	20.85
CLERK TYP	101.0	9.91	10.41	10.93	11.37	11.82
CLERK TYP	101.5	10.27	10.78	11.32	11.77	12.24
CLERK TYP	102.0	10.61	11.14	11.70	12.17	12.66
CLERK TYP	102.5	10.96	11.51	12.09	12.57	13.07
CLERK TYP	103.0	11.30	11.87	12.48	12.96	13.48
CLERK TYP	103.5	11.66	12.24	12.85	13.36	13.89
CLERK TYP	104.0	12.00	12.60	13.23	13.78	14.31
CLERK TYP	104.5	12.34	12.96	13.61	14.15	14.72
CLERK TYP	105.0	12.71	13.35	14.02	14.58	15.16
CLERK TYP	105.5	13.04	13.69	14.37	14.94	15.54
CLERK TYP	106.0	13.39	14.06	14.76	15.35	15.96
CLERK TYP	106.A	13.81	14.50	15.23	15.84	16.47
CLERK TYP	106.B	14.21	14.92	15.67	16.30	16.95

SALARY SCHEDULE CSEA  
POSITION/TITLE

	STEP	1.05 97-98	1.06 98-99	1.06 99-00	1.04 00-01	1.04 01-02
COOK/BAKER	391.0	11.27	11.83	12.42	12.92	13.44
COOK/BAKER	391.5	11.81	12.19	12.80	13.31	13.84
COOK/BAKER	392.0	11.94	12.54	13.17	13.70	14.25
COOK/BAKER	392.5	12.27	12.88	13.52	14.06	14.82
COOK/BAKER	393.0	12.61	13.24	13.90	14.46	15.04
COOK/BAKER	393.5	12.95	13.60	14.28	14.85	15.44
COOK/BAKER	394.0	13.28	13.94	14.64	15.23	15.84
COOK/BAKER	394.5	13.62	14.30	15.02	15.62	16.24
COOK/BAKER	395.0	13.94	14.64	15.37	15.98	16.62
COOK/BAKER	395.5	14.27	14.98	15.73	16.36	17.01
COOK/BAKER	396.0	14.64	15.37	16.10	16.79	17.46
COOK/BAKER	396.A	15.08	15.81	16.64	17.26	17.95
COOK/BAKER	396.B	15.52	16.30	17.12	17.80	18.51
COOK-MANAGER	431.0	11.92	12.52	13.15	13.88	14.23
COOK-MANAGER	431.5	12.16	12.77	13.41	13.95	14.51
COOK-MANAGER	432.0	12.59	13.22	13.88	14.44	15.02
COOK-MANAGER	432.5	12.93	13.56	14.28	14.83	15.42
COOK-MANAGER	433.0	13.27	13.93	14.63	15.22	15.83
COOK-MANAGER	433.5	13.60	14.28	14.99	15.69	16.21
COOK-MANAGER	434.0	13.92	14.62	15.35	15.98	16.80
COOK-MANAGER	434.5	14.28	14.97	15.72	16.35	17.00
COOK-MANAGER	435.0	14.68	15.31	16.08	16.72	17.39
COOK-MANAGER	435.5	14.94	15.69	16.47	17.13	17.82
COOK-MANAGER	436.0	15.28	16.04	16.84	17.61	18.21
COOK-MANAGER	436.A	15.72	16.51	17.34	18.03	18.75
COOK-MANAGER	436.B	16.18	16.99	17.84	18.65	19.29
COURIER	301.0	9.81	10.09	10.59	11.01	11.45
COURIER	301.5	9.88	10.37	10.89	11.33	11.78
COURIER	302.0	10.17	10.68	11.21	11.68	12.13
COURIER	302.5	10.46	10.98	11.53	11.99	12.47
COURIER	303.0	10.75	11.29	11.85	12.32	12.81
COURIER	303.5	11.04	11.59	12.17	12.66	13.17
COURIER	304.0	11.34	11.91	12.51	13.01	13.53
COURIER	304.5	11.62	12.20	12.81	13.32	13.85
COURIER	305.0	11.92	12.52	13.15	13.68	14.23
COURIER	305.5	12.20	12.81	13.45	13.99	14.56
COURIER	306.0	12.50	13.13	13.79	14.34	14.91
COURIER	306.A	12.87	13.51	14.19	14.76	15.35
COURIER	306.B	13.28	13.92	14.62	15.20	15.81
CUSTDN IN CHRG	321.0	10.40	10.92	11.47	11.93	12.41
CUSTDN IN CHRG	321.5	10.75	11.29	11.85	12.32	12.81
CUSTDN IN CHRG	322.0	11.12	11.68	12.26	12.75	13.26
CUSTDN IN CHRG	322.5	11.47	12.04	12.64	13.15	13.68
CUSTDN IN CHRG	323.0	11.82	12.41	13.03	13.55	14.09
CUSTDN IN CHRG	323.5	12.18	12.79	13.43	13.97	14.63
CUSTDN IN CHRG	324.0	12.53	13.16	13.82	14.37	14.94
CUSTDN IN CHRG	324.5	12.89	13.53	14.21	14.78	15.37
CUSTDN IN CHRG	325.0	13.26	13.92	14.62	15.20	15.81
CUSTDN IN CHRG	325.5	13.61	14.29	15.00	15.60	16.22
CUSTDN IN CHRG	326.0	13.95	14.65	15.38	16.00	16.64
CUSTDN IN CHRG	326.A	14.40	15.12	15.88	16.52	17.18
CUSTDN IN CHRG	326.B	14.81	15.55	16.33	16.98	17.66

SALARY SCHEDULE CSEA  
POSITION/TITLE

	STEP	1.05 97-98	1.05 98-99	1.05 99-00	1.04 00-01	1.04 01-02
HD CUSTODIAN	311.0	10.95	11.50	12.08	12.58	13.08
HD CUSTODIAN	311.5	11.38	11.88	12.55	13.05	13.57
HD CUSTODIAN	312.0	11.80	12.39	13.01	13.53	14.07
HD CUSTODIAN	312.5	12.22	12.83	13.47	14.01	14.57
HD CUSTODIAN	313.0	12.65	13.28	13.94	14.50	15.08
HD CUSTODIAN	313.5	13.08	13.71	14.40	14.98	15.58
HD CUSTODIAN	314.0	13.49	14.16	14.87	15.46	16.08
HD CUSTODIAN	314.5	13.91	14.61	15.34	15.95	16.59
HD CUSTODIAN	315.0	14.35	15.07	15.82	16.45	17.11
HD CUSTODIAN	315.5	14.76	15.50	16.28	16.93	17.61
HD CUSTODIAN	316.0	15.18	15.94	16.74	17.41	18.11
HD CUSTODIAN	316.A	15.63	16.41	17.23	17.92	18.64
HD CUSTODIAN	316.B	16.12	16.93	17.78	18.49	19.23
CUSTODIAN	331.0	9.84	10.33	10.85	11.28	11.73
CUSTODIAN	331.5	10.13	10.64	11.17	11.62	12.08
CUSTODIAN	332.0	10.42	10.94	11.49	11.95	12.43
CUSTODIAN	332.5	10.71	11.25	11.81	12.28	12.77
CUSTODIAN	333.0	10.99	11.54	12.12	12.60	13.10
CUSTODIAN	333.5	11.28	11.85	12.44	12.94	13.48
CUSTODIAN	334.0	11.58	12.16	12.77	13.28	13.81
CUSTODIAN	334.5	11.87	12.46	13.08	13.60	14.14
CUSTODIAN	335.0	12.17	12.78	13.42	13.96	14.52
CUSTODIAN	335.5	12.45	13.07	13.72	14.27	14.84
CUSTODIAN	336.0	12.75	13.39	14.06	14.62	15.20
CUSTODIAN	336.A	13.11	13.77	14.46	15.04	15.64
CUSTODIAN	336.B	13.52	14.20	14.91	15.51	16.13
DATA MCHN OP	421.0	10.49	11.01	11.58	12.02	12.50
DATA MCHN OP	421.5	10.85	11.39	11.98	12.44	12.94
DATA MCHN OP	422.0	11.20	11.76	12.35	12.84	13.36
DATA MCHN OP	422.5	11.58	12.14	12.75	13.26	13.79
DATA MCHN OP	423.0	11.93	12.53	13.16	13.69	14.24
DATA MCHN OP	423.5	12.30	12.92	13.57	14.11	14.67
DATA MCHN OP	424.0	12.68	13.28	13.94	14.50	15.08
DATA MCHN OP	424.5	13.02	13.67	14.35	14.92	15.52
DATA MCHN OP	425.0	13.37	14.04	14.74	15.33	15.94
DATA MCHN OP	425.5	13.73	14.42	15.14	15.75	16.38
DATA MCHN OP	426.0	14.11	14.82	15.58	16.18	16.83
DATA MCHN OP	426.A	14.52	15.25	16.01	16.65	17.32
DATA MCHN OP	426.B	14.96	15.71	16.50	17.16	17.85
DISPATCHER	451.0	10.79	11.33	11.90	12.38	12.88
DISPATCHER	451.5	11.15	11.71	12.30	12.79	13.30
DISPATCHER	452.0	11.53	12.11	12.72	13.23	13.78
DISPATCHER	452.5	11.90	12.50	13.13	13.66	14.21
DISPATCHER	453.0	12.27	12.88	13.52	14.06	14.62
DISPATCHER	453.5	12.65	13.28	13.94	14.50	15.08
DISPATCHER	454.0	13.02	13.67	14.35	14.92	15.52
DISPATCHER	454.5	13.39	14.06	14.78	15.35	15.96
DISPATCHER	455.0	13.74	14.43	15.15	15.78	16.39
DISPATCHER	455.5	14.13	14.84	15.58	16.20	16.85
DISPATCHER	456.0	14.50	15.23	15.99	16.63	17.30
DISPATCHER	456.A	14.95	15.70	16.49	17.15	17.84
DISPATCHER	456.B	15.37	16.14	16.95	17.63	18.34

SALARY SCHEDULE CSEA  
POSITION/TITLE

STEP	1.06 97-98	1.06 98-99	1.05 99-00	1.04 00-01	1.04 01-02	
FSH "193"	381.0	8.85	9.08	9.63	9.91	10.31
FSH "193"	381.5	8.96	9.41	9.88	10.28	10.69
FSH "193"	382.0	9.24	9.70	10.19	10.60	11.02
FSH "193"	382.5	9.52	10.00	10.50	10.92	11.36
FSH "193"	383.0	9.81	10.30	10.82	11.25	11.70
FSH "193"	383.5	10.09	10.59	11.12	11.56	12.02
FSH "193"	384.0	10.37	10.89	11.43	11.89	12.37
FSH "193"	384.5	10.66	11.19	11.75	12.22	12.71
FSH "193"	385.0	10.94	11.49	12.08	12.54	13.04
FSH "193"	385.5	11.24	11.80	12.39	12.89	13.41
FSH "193"	386.0	11.52	12.10	12.71	13.22	13.75
FSH "193"	386.A	11.85	12.44	13.06	13.58	14.12
FSH "193"	386.B	12.21	12.82	13.48	14.00	14.56
FSH "200"	411.0	8.98	9.43	9.90	10.30	10.71
FSH "200"	411.5	9.27	9.73	10.22	10.63	11.06
FSH "200"	412.0	9.57	10.05	10.55	10.97	11.41
FSH "200"	412.5	9.88	10.35	10.87	11.30	11.75
FSH "200"	413.0	10.15	10.68	11.19	11.64	12.11
FSH "200"	413.5	10.45	10.97	11.52	11.98	12.48
FSH "200"	414.0	10.74	11.28	11.84	12.31	12.80
FSH "200"	414.5	11.04	11.59	12.17	12.68	13.17
FSH "200"	415.0	11.38	11.95	12.55	13.05	13.57
FSH "200"	415.5	11.72	12.31	12.93	13.45	13.99
FSH "200"	416.0	12.08	12.68	13.31	13.84	14.39
FSH "200"	416.A	12.43	13.05	13.70	14.25	14.82
FSH "200"	416.B	12.80	13.44	14.11	14.67	15.26
SrFSH "200"	401.0	9.59	10.07	10.57	10.99	11.43
SrFSH "200"	401.5	9.88	10.37	10.89	11.33	11.78
SrFSH "200"	402.0	10.17	10.68	11.21	11.66	12.13
SrFSH "200"	402.5	10.47	10.99	11.54	12.00	12.48
SrFSH "200"	403.0	10.78	11.29	11.85	12.32	12.81
SrFSH "200"	403.5	11.08	11.60	12.18	12.67	13.18
SrFSH "200"	404.0	11.35	11.92	12.52	13.02	13.54
SrFSH "200"	404.5	11.64	12.22	12.83	13.34	13.87
SrFSH "200"	405.0	11.93	12.53	13.16	13.69	14.24
SrFSH "200"	405.5	12.22	12.83	13.47	14.01	14.67
SrFSH "200"	406.0	12.52	13.15	13.81	14.36	14.93
SrFSH "200"	406.A	12.89	13.53	14.21	14.78	16.37
SrFSH "200"	406.B	13.29	13.95	14.65	15.24	15.85
GRNDSPERSON	341.0	10.35	10.87	11.41	11.87	12.34
GRNDSPERSON	341.5	10.75	11.29	11.85	12.32	12.81
GRNDSPERSON	342.0	11.16	11.72	12.31	12.80	13.31
GRNDSPERSON	342.5	11.57	12.15	12.76	13.27	13.80
GRNDSPERSON	343.0	11.98	12.58	13.21	13.74	14.29
GRNDSPERSON	343.5	12.38	13.00	13.65	14.20	14.77
GRNDSPERSON	344.0	12.79	13.43	14.10	14.68	15.26
GRNDSPERSON	344.5	13.19	13.85	14.54	15.12	15.72
GRNDSPERSON	345.0	13.60	14.28	14.99	15.59	16.21
GRNDSPERSON	345.5	14.00	14.70	15.44	16.06	16.70
GRNDSPERSON	346.0	14.42	15.14	15.80	16.54	17.20
GRNDSPERSON	346.A	14.84	15.58	16.38	17.01	17.69
GRNDSPERSON	346.B	15.29	16.05	16.85	17.52	18.22

SALARY SCHEDULE CSEA  
POSITION/TITLE

	STEP	1.05 97-98	1.06 98-99	1.06 99-00	1.04 00-01	1.04 01-02
HD MAINT MECH	351.0	11.61	12.19	12.80	13.31	13.84
HD MAINT MECH	351.5	12.04	12.64	13.27	13.80	14.36
HD MAINT MECH	352.0	12.48	13.10	13.78	14.31	14.88
HD MAINT MECH	352.5	12.93	13.58	14.26	14.83	15.42
HD MAINT MECH	353.0	13.38	14.03	14.73	15.32	15.93
HD MAINT MECH	353.5	13.81	14.50	15.23	15.84	16.47
HD MAINT MECH	354.0	14.23	14.94	15.69	16.32	16.97
HD MAINT MECH	354.5	14.68	15.41	16.18	16.83	17.50
HD MAINT MECH	355.0	15.10	15.88	16.65	17.32	18.01
HD MAINT MECH	355.5	15.58	16.33	17.15	17.84	18.55
HD MAINT MECH	356.0	15.98	16.78	17.62	18.32	19.05
HD MAINT MECH	356.A	16.45	17.27	18.13	18.86	19.61
HD MAINT MECH	356.B	16.88	17.80	18.69	19.44	20.22
MAINT MECH	361.0	10.74	11.28	11.84	12.31	12.80
MAINT MECH	361.5	11.18	11.72	12.31	12.80	13.31
MAINT MECH	362.0	11.67	12.15	12.78	13.27	13.80
MAINT MECH	362.5	12.00	12.60	13.23	13.76	14.31
MAINT MECH	363.0	12.41	13.03	13.68	14.23	14.80
MAINT MECH	363.5	12.82	13.46	14.13	14.70	15.29
MAINT MECH	364.0	13.28	13.92	14.62	15.20	15.81
MAINT MECH	364.5	13.68	14.34	15.08	15.66	16.29
MAINT MECH	365.0	14.09	14.79	15.53	16.15	16.80
MAINT MECH	365.5	14.50	15.23	15.99	16.63	17.30
MAINT MECH	366.0	14.93	15.68	16.48	17.12	17.80
MAINT MECH	366.A	15.38	16.13	16.94	17.62	18.32
MAINT MECH	366.B	15.83	16.62	17.45	18.15	18.88
MAINT LABOR	371.0	10.05	10.55	11.08	11.52	11.98
MAINT LABOR	371.5	10.34	10.86	11.40	11.88	12.33
MAINT LABOR	372.0	10.64	11.17	11.73	12.20	12.69
MAINT LABOR	372.5	10.94	11.49	12.08	12.54	13.04
MAINT LABOR	373.0	11.24	11.80	12.39	12.89	13.41
MAINT LABOR	373.5	11.53	12.11	12.72	13.23	13.78
MAINT LABOR	374.0	11.81	12.40	13.02	13.54	14.08
MAINT LABOR	374.5	12.11	12.72	13.38	13.89	14.45
MAINT LABOR	375.0	12.40	13.02	13.67	14.22	14.79
MAINT LABOR	375.5	12.71	13.38	14.02	14.58	15.16
MAINT LABOR	376.0	13.00	13.68	14.33	14.90	15.50
MAINT LABOR	376.A	13.38	14.05	14.75	15.34	15.95
MAINT LABOR	376.B	13.80	14.49	15.21	15.82	16.45
PAYROLL CLERK	171.0	10.49	11.01	11.56	12.02	12.50
PAYROLL CLERK	171.5	10.85	11.39	11.98	12.44	12.94
PAYROLL CLERK	172.0	11.20	11.78	12.35	12.84	13.36
PAYROLL CLERK	172.5	11.56	12.14	12.75	13.26	13.79
PAYROLL CLERK	173.0	11.93	12.53	13.18	13.69	14.24
PAYROLL CLERK	173.5	12.30	12.92	13.57	14.11	14.67
PAYROLL CLERK	174.0	12.66	13.28	13.94	14.50	15.08
PAYROLL CLERK	174.5	13.02	13.67	14.35	14.92	15.52
PAYROLL CLERK	175.0	13.37	14.04	14.74	15.33	15.94
PAYROLL CLERK	175.5	13.73	14.42	15.14	15.75	16.38
PAYROLL CLERK	176.0	14.11	14.82	15.56	16.18	16.83
PAYROLL CLERK	176.A	14.52	15.25	16.01	16.65	17.32
PAYROLL CLERK	176.B	14.96	15.71	16.50	17.16	17.85



SALARY SCHEDULE CSEA		1.05	1.05	1.05	1.04	1.04
POSITION/TITLE	STEP	97-98	98-99	99-00	00-01	01-02
SCH MONITOR	141.0	8.85	9.08	9.53	9.91	10.31
SCH MONITOR	141.5	8.98	9.41	9.88	10.28	10.89
SCH MONITOR	142.0	9.24	9.70	10.19	10.80	11.02
SCH MONITOR	142.5	9.52	10.00	10.50	10.92	11.38
SCH MONITOR	143.0	9.81	10.30	10.82	11.25	11.70
SCH MONITOR	143.5	10.09	10.59	11.12	11.58	12.02
SCH MONITOR	144.0	10.37	10.89	11.43	11.89	12.37
SCH MONITOR	144.5	10.68	11.19	11.78	12.22	12.71
SCH MONITOR	145.0	10.84	11.49	12.08	12.54	13.04
SCH MONITOR	145.5	11.24	11.80	12.39	12.89	13.41
SCH MONITOR	146.0	11.52	12.10	12.71	13.22	13.78
SCH MONITOR	146.A	11.85	12.44	13.08	13.58	14.12
SCH MONITOR	146.B	12.21	12.82	13.48	14.00	14.58
SCRTY TO SUPT	191.0	11.84	12.43	13.05	13.57	14.11
SCRTY TO SUPT	191.5	12.32	12.94	13.59	14.13	14.70
SCRTY TO SUPT	192.0	12.78	13.42	14.09	14.65	15.24
SCRTY TO SUPT	192.5	13.25	13.91	14.61	15.19	15.80
SCRTY TO SUPT	193.0	13.89	14.37	15.09	15.89	16.32
SCRTY TO SUPT	193.5	14.18	14.89	15.63	16.28	16.91
SCRTY TO SUPT	194.0	14.66	15.38	16.15	16.80	17.47
SCRTY TO SUPT	194.5	15.09	15.84	16.63	17.30	17.99
SCRTY TO SUPT	195.0	15.68	16.34	17.16	17.85	18.58
SCRTY TO SUPT	195.5	16.02	16.82	17.68	18.37	19.10
SCRTY TO SUPT	196.0	16.49	17.31	18.18	18.91	19.87
SCRTY TO SUPT	196.A	16.99	17.84	18.73	19.48	20.28
SCRTY TO SUPT	196.B	17.49	18.36	19.28	20.05	20.85
STENOGRAPHER	111.0	10.04	10.54	11.07	11.51	11.97
STENOGRAPHER	111.5	10.38	10.90	11.48	11.91	12.39
STENOGRAPHER	112.0	10.73	11.27	11.83	12.30	12.79
STENOGRAPHER	112.5	11.10	11.66	12.24	12.73	13.24
STENOGRAPHER	113.0	11.45	12.02	12.62	13.12	13.64
STENOGRAPHER	113.5	11.79	12.38	13.00	13.52	14.08
STENOGRAPHER	114.0	12.14	12.75	13.39	13.93	14.49
STENOGRAPHER	114.5	12.50	13.13	13.79	14.34	14.91
STENOGRAPHER	115.0	12.83	13.47	14.14	14.71	15.30
STENOGRAPHER	115.5	13.19	13.85	14.54	15.12	15.72
STENOGRAPHER	116.0	13.58	14.24	14.95	15.55	16.17
STENOGRAPHER	116.A	13.94	14.64	15.37	15.98	16.62
STENOGRAPHER	116.B	14.39	15.11	15.87	16.50	17.16
SrSTENOGRAPHER	151.0	10.09	10.59	11.12	11.58	12.02
SrSTENOGRAPHER	151.5	10.48	10.98	11.53	11.99	12.47
SrSTENOGRAPHER	152.0	10.88	11.40	11.97	12.48	12.95
SrSTENOGRAPHER	152.5	11.24	11.80	12.39	12.89	13.41
SrSTENOGRAPHER	153.0	11.62	12.20	12.81	13.32	13.85
SrSTENOGRAPHER	153.5	12.00	12.80	13.23	13.76	14.31
SrSTENOGRAPHER	154.0	12.38	13.00	13.65	14.20	14.77
SrSTENOGRAPHER	154.5	12.77	13.41	14.08	14.64	15.23
SrSTENOGRAPHER	155.0	13.15	13.81	14.50	15.08	15.68
SrSTENOGRAPHER	155.5	13.55	14.23	14.94	15.54	16.16
SrSTENOGRAPHER	156.0	13.91	14.61	15.34	15.98	16.69
SrSTENOGRAPHER	156.A	14.35	15.07	15.82	16.45	17.11
SrSTENOGRAPHER	156.B	14.78	15.50	16.28	16.93	17.61

SALARY SCHEDULE CSEA POSITION/TITLE	STEP	1.05 97-98	1.05 98-99	1.05 99-00	1.04 00-01	1.04 01-02
TCHR AIDE	201.0	8.77	9.21	9.67	10.06	10.46
TCHR AIDE	201.5	9.05	9.50	9.98	10.38	10.80
TCHR AIDE	202.0	9.33	9.80	10.29	10.70	11.13
TCHR AIDE	202.5	9.62	10.10	10.61	11.03	11.47
TCHR AIDE	203.0	9.90	10.40	10.92	11.36	11.81
TCHR AIDE	203.5	10.20	10.71	11.25	11.70	12.17
TCHR AIDE	204.0	10.47	10.99	11.54	12.00	12.48
TCHR AIDE	204.5	10.75	11.29	11.85	12.32	12.81
TCHR AIDE	205.0	11.04	11.59	12.17	12.66	13.17
TCHR AIDE	205.5	11.32	11.89	12.48	12.98	13.50
TCHR AIDE	206.0	11.61	12.19	12.80	13.31	13.84
TCHR AIDE	206.A	11.97	12.57	13.20	13.73	14.28
TCHR AIDE	206.B	12.32	12.94	13.59	14.13	14.70
TCHR ASSIST	131.0	10.22	10.73	11.27	11.72	12.19
TCHR ASSIST	131.5	10.50	11.03	11.58	12.04	12.52
TCHR ASSIST	132.0	10.80	11.34	11.91	12.39	12.89
TCHR ASSIST	132.5	11.09	11.64	12.22	12.71	13.22
TCHR ASSIST	133.0	11.36	11.93	12.53	13.03	13.55
TCHR ASSIST	133.5	11.64	12.22	12.83	13.34	13.87
TCHR ASSIST	134.0	11.93	12.53	13.16	13.69	14.24
TCHR ASSIST	134.5	12.21	12.82	13.48	14.00	14.56
TCHR ASSIST	135.0	12.50	13.13	13.79	14.34	14.91
TCHR ASSIST	135.5	12.78	13.42	14.09	14.65	15.24
TCHR ASSIST	136.0	13.07	13.72	14.41	14.99	15.59
TCHR ASSIST	136.A	13.48	14.13	14.84	15.43	16.05
TCHR ASSIST	136.B	13.87	14.59	15.29	15.80	16.54

**APPENDIX "E"**

**MEMORANDUM OF AGREEMENT**

between

**PORT JERVIS CITY SCHOOL DISTRICT**

and

**CIVIL SERVICE EMPLOYEES ASSOCIATION**

The Port Jervis City School District having an office and place of business at 9 Thompson Street, City of Port Jervis, Orange County, New York (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (hereinafter referred to as the "Union") are parties to a collective bargaining agreement for a period three (3) years commencing on July 1, 1994 and terminating on June 30, 1997. In accordance with Section 204 of the New York State Public Employees Fair Employment Act, and for the purpose of implementing an alcohol and drug testing procedure, the parties hereby agree to the following alcohol and drug testing procedure:

**ALCOHOL AND DRUG TESTING PROCEDURE**

**SECTION 1. FHWA REGULATIONS**

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

**SECTION 2.**

2.1 IMPLEMENTATION DATE OF FHWA REGULATIONS: The program and its procedure shall not be implemented until January 1, 1995.

**SECTION 3.**

**NOTICE REQUIREMENTS**

3.1 EMPLOYER'S POLICY:

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

substances set forth herein, are enumerated by way of example and not by limitation and it is the intent that the term "illegal substances" shall be deemed to include any additional drugs or other controlled or illegal substances that may be included in any statutory amendments that may be implemented from time to time. At a minimum, the policy shall include detailed provisions of alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing and refusal to admit to a required alcohol or drug test.

### 3.2 ALCOHOL AND DRUG INFORMATION:

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

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

### 3.4 REQUIREMENT FOR NOTICE:

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

## SECTION 4. TESTING PROCEDURES

### 4.1 TESTS FOR ALCOHOL:

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

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

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

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

of computing overtime and employee benefits.

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

**4.2. TESTS FOR PROHIBITED DRUGS:**

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

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

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

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

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

4.2.6 An Employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits.

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

**4.3 CONFORMITY WITH LAW:**

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

**SECTION 5. RANDOM TESTING**

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

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

**5.3 UNION OBSERVATION:** During random tests, the Union (defined to mean Port Jervis School Unit) shall be afforded an opportunity to be present to observe the testing, subject to the consent of the individual to be tested and further subject to the condition that such opportunity does not result in an unreasonable delay of the administration of the test. Reasonable efforts shall be made to contact the Union.

For the purposes of this section an "unreasonable delay" shall be defined as any delay that results in a delay of an ordered test for more than thirty (30) minutes.

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

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

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

## **SECTION 6. REASONABLE SUSPICION TESTING**

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

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

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

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

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

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

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

## **SECTION 7 POST ACCIDENT TESTING**

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

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

## **SECTION 8. CALL IN PROCEDURE:**

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

## **SECTION 9. CONSEQUENCES OF POSITIVE TEST OR REFUSAL TO TEST**

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

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

## SECTION 10 REFERRAL EVALUATION AND TREATMENT:

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

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

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

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

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

## SECTION 11. FOLLOW-UP TESTING:

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

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



**SECTION 12 DISCIPLINARY PROCEDURE:**

**12.1 DISCIPLINE FOR JUST CAUSE:**

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

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

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

**SECTION 13. PREVIOUS POLICIES AND PROCEDURES:**

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

**SECTION 14. COPIES OF AGREEMENT:**

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

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

**SECTION 15. SAVINGS CLAUSE:**

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

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

**SECTION 16. EXECUTION OF AGREEMENT:**

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be signed by their respective representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**PORT JERVIS CITY SCHOOL DISTRICT**

By:

\_\_\_\_\_  
\_\_\_\_\_

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

By:

\_\_\_\_\_  
\_\_\_\_\_

APPENDIX "F"

**RATIFICATION OF RESOLUTION BY BOARD OF EDUCATION MARCH 30, 1990**

**MEMORANDUM OF AGREEMENT**

This tentative agreement reached March 14, 1990 between the City School District of the City of Port Jervis and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized Union for the Port Jervis School District Unit of Orange County Local 836, shall amend the July, 1989 - June 10, 1991 Collective Bargaining Agreement, as a result of impact negotiations pertaining to the reclassification of Teachers Aides to Teaching Assistants.

The Collective Bargaining Agreement shall be amended as follows:

Article 1 - Section 1 - Recognition

Add to the recognized bargaining unit "Teaching Assistant".

Article II - Section 3 - Workday - Workweek

Add Teaching Assistant to current language.

Article VII - Section 1 - Retirement

Add a new section "1(A)" Teaching Assistant Retirement - New York State Teachers' Retirement System.

Teaching Assistants used as Substitute Teachers

Those Teaching Assistants qualified to act as substitute teachers may do so within their own classroom, except in cases of emergency. Teaching Assistants who perform the duties of Substitute Teacher, shall be compensated at the rate of twenty dollars (\$20.00) above their normal days pay.

E.I.T. Money

While the Commissioner's Regulations require it, teaching assistants shall be eligible and share equally their proportional allocation of E.I.T. money, payable in a lump sum at the end of each school year.

Salary Increase

A new salary schedule for Teaching Assistants shall be implemented effective July 1, 1989. Said schedule for the 1989-90 school year shall reflect a (\$.15) fifteen cents per hour increase on the 1989-90 Teachers Aides schedule, for each step of the schedule. Effective July 1, 1990, the new Teaching Assistant Salary Schedule shall be increased by (\$1.15) one dollar and fifteen cents per hour increase on the 1990-91) Teacher's Aide Schedule, for each step of the salary schedule.

Payment for Credit Hours

All Teaching Assistants shall receive a stipend of (\$40.00) forty dollars per credit hour in excess of the (6) six credit hours required for classification, provided such credit hours are from an accredited institution or

provided as in-service courses. Such credit hours must be relevant courses as determined by the Superintendent of Schools. The window period for submission of a sealed transcript in order to be considered for payment will be May 21, 1990. Teaching Assistants who possess an Associates or higher degree shall receive (\$250.00) two hundred fifty dollars in addition to the above.

Teaching Assistants who revert back to a Teacher's Aide position shall in accordance with the Collective Bargaining Agreement will receive the (\$40.00) forty dollars per credit hour for the (6) six credit hours required for certification

All of the above provisions shall be retroactive to July 1, 1989, unless otherwise stated.

**WHEREAS**, the City School District of Port Jervis and the Civil Service Employees Association of the Port Jervis School District representing the Teachers Assistants in the school system have signed an employee-employer relationship agreement for Teaching Assistants on March 22, 1990, and

**WHEREAS**, the bargaining units desire further to amend their agreement, it is mutually covenanted and agreed as follows:

That the City School District will pay the Teaching Assistants in the 1989-90 school year their pro rata share of Excellence in Teaching Funds to which they are otherwise entitled.

That the Teaching Assistants agree to waive and sign off on any claim to Excellence in Teaching funds during the year 1990-1991 school year to which they might otherwise be entitled and the contract agreement made with CSEA, their bargaining representative shall be deemed amended.

That the CSEA and Teaching Assistants agree the City School District employer is and shall be given complete discretion without question as to placement of any or all Teaching Assistants and Teachers Aides during the 1990-1991 school year into the anticipated re-classification and placement or abolishment of Teaching Assistants.

Each signature represents they have the authority to make and execute the within stipulation.

**SO AGREED AND STIPULATED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**CSEA**

**PORT JERVIS SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_