

AGREEMENT
BY AND BETWEEN THE
BOARD OF EDUCATION
OF THE
CITY SCHOOL DISTRICT OF THE
CITY OF POUGHKEEPSIE
AND
CSEA, LOCAL 1000 AFSCME,
AFL-CIO

NON-TEACHING MAINTENANCE/SCHOOL NURSE UNIT
DUTCHESS COUNTY EDUCATIONAL LOCAL 867

JULY 1, 2003 - JUNE 30, 2007

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PREAMBLE

This Agreement, made this 26 day of May, 2004, is between the Board of Education of the City School District of the City of Poughkeepsie, New York (hereinafter called the "Board") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union by the Poughkeepsie City School District Non-Teaching, Maintenance/School Nurse Unit, Dutchess County Educational Local 867 (hereinafter called "CSEA").

WITNESSETH:

ARTICLE I - RECOGNITION

A. RECOGNITION - The Board recognizes the CSEA as the sole and exclusive bargaining and negotiating representative with respect to rate of pay, wages, hours of employment and other terms and conditions of employment for the maintenance and school nurse employees of the Board in the following classifications; Head Custodian, Custodial Worker, Sr. Custodial Worker, Bus Driver/Custodial Worker, Maintenance Helper, Maintenance Mechanic, School Nurse and Courier.

The period of recognition shall be the maximum time allowed by law. It is intended that this agreement implement the principle that the Board will receive a fair day's work for a fair day's pay.

B. DUES DEDUCTION - The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered by the Agreement. Such dues and premiums shall be remitted to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll period basis.

ARTICLE II - NO STRIKE POLICY

In consideration of such recognition, CSEA confirms that it does not assert the right to strike against the Board or the school system, nor will it assist and/or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist and/or participate in a strike.

ARTICLE III - SALARIES, WAGES AND PAY

A. OVERTIME PAY - CALL BACK PAY

Employees shall be paid for overtime work at the rate of one and one-half the rate of regular pay as follows:

1. If an employee who has been absent from employment pursuant to a leave provision under which he does not lose salary for the absence and under which he receives his usual wage although absent, is authorized to work outside of his normal, usual or fixed daily hours in the week of such absence, he shall be paid at the overtime rate for such work; but if an employee has been absent under such circumstances whereby he loses his salary for such absence, he shall be paid only his regular salary for work up to 40 hours per week; regardless of whether the work is during or outside his normal, usual or fixed daily hours, and only thereafter shall such employee be entitled to overtime pay.
2. If an employee has left his place of work and is not continuing on overtime following the normal quitting time, he shall be paid a guaranteed minimum of three hours' work at the overtime rate for any authorized call back for work.

B. PAY FOR WORK ABOVE CLASSIFICATION

No employee shall work above his title or classification in excess of a consecutive period of three working weeks unless he shall be compensated for the work performed at the rate of salary appropriate to the classification of work, to be determined by the Superintendent of Schools.

An employee in one classification or title may be used in another job classification or title in the event of absence of an employee whose position is required to be filled, with an adjustment of pay to be made as hereinabove provided.

C. PAY FOR NON-WORK DAYS; NO SYMPATHY STRIKE CLAUSE

If the schools are closed for any reason, excluding a labor dispute between the parties thereto, then, and in such event, the present policy shall prevail for the employees covered by this Agreement, and such employees shall be guaranteed employment and payment therefor. Such employees will not honor any picket line in any labor dispute which may develop between the Board and any other of its employees.

D. STATEMENT OF EARNINGS

Each employee shall receive from the Board a statement of gross earnings and of all deductions therefrom.

E. PAY PERIODS

The CSEA President shall have input into the planning of pay periods each year. 10 month employees will have the option of 21 or 26 pay periods. Such election must be in writing and filed with the Business Office by June 15 of each year.

F. SEPARATION FROM EMPLOYMENT

Upon discharge, the Board shall pay to the employee all monies due; upon voluntary termination of employment, the Board shall pay all monies due to the employee on the payday following such termination. Immediately before separation from employment, the employee shall deliver to his or her immediate supervisor all school property in his or her possession or assigned to him or her in substantially the same condition as when received, reasonable wear and tear expected, or in lieu thereof, he or she shall pay for fair and reasonable value thereof.

G. WAGES AND SALARIES

Salary schedules shall be created as per Appendix A & B.

The salary schedules reflect an increase of 3.5% effective July 1, 2003; 3.5% effective July 1, 2004; 3.5% effective July 1, 2005, and 3.5% effective July 1, 2006. All employees eligible to advance a step shall do so annually. However, employees hired on or after February 1st shall not be moved a step until the second July 1st following their hire date.

H. LONGEVITY INCREMENTS

In addition to salary herein above provided, each employee shall receive longevity payments for the years of service in the school district as follows:

<u>Years of Service</u>	<u>Effective July 1, 2003</u>	<u>Effective July 1, 2004</u>	<u>Effective July 1, 2005</u>	<u>Effective July 1, 2006</u>
10 years	\$ 650.00	\$ 750.00	\$ 850.00	\$ 950.00
15 years	\$ 750.00	\$ 850.00	\$ 950.00	\$ 1,050.00
20 years	\$ 800.00	\$ 900.00	\$ 1,000.00	\$ 1,100.00
25 years	\$ 900.00	\$ 1,000.00	\$ 1,100.00	\$ 1,200.00
30 years	\$ 1,050.00	\$ 1,150.00	\$ 1,250.00	\$ 1,350.00

The employee shall be entitled to receive the longevity increment immediately upon the date of completion of the years of service indicated. The above longevity amounts are cumulative.

I. WORK SHOE/CLOTHING ALLOWANCE

Effective 7/1/00 an annual work shoe/clothing allowance of up to \$100.00 per year shall be established for all custodial/maintenance employees. Employees shall receive such allowance after submitting written receipts to the Business Office. This provision will be applicable to the nurses effective July 1, 2004.

J. CUSTODIAL/MAINTENANCE NIGHT SHIFT DIFFERENTIAL

Effective 7/1/00 there shall be a 5% night shift differential pay.

ARTICLE IV - CUSTODIAL/MAINTENANCE VACATION

A. EMPLOYEES HIRED BEFORE JULY 1, 1988

1. During the first year of employment, an employee shall earn vacation at the rate of one (1) day per month for each month actually worked.

2. Employees who have served 1 to 9 years in the District shall be entitled to fifteen (15) days vacation per year.

3. Employees who have served 10 to 19 years in the District shall be entitled to receive twenty (20) days of vacation per year.

4. Employees who have served 19 years or more in the District shall be entitled to receive twenty-five (25) days of vacation per year.

B. EMPLOYEES HIRED AFTER JULY 1, 1988

1. First year employees during the first year of employment shall earn vacation time at the rate of 5/6 day for each month actually worked.

2. Employees who have served 1 to 7 years in the District shall be entitled to ten (10) vacation days per year.

3. Unit members will earn fifteen (15) vacation days per year during the 8th through 15th year of service.

4. After the 15th year of service, unit members will earn twenty (20) vacation days per year.

C. NON-SUMMER MONTHS VACATION

The District may allow vacations during months other than summer months, provided, however, that the Superintendent's discretion shall be final.

All unit employees who desire to take vacation time during a month other than a summer month, shall give notice in writing to the Superintendent no later than September 15.

D. SUMMER VACATION

The summer vacation schedule shall be approved by the District no later than March 15. Approval of vacations in other than summer months shall be notices to unit employees no later than October 15.

E. SUPPLEMENTAL NOTIFICATION

All unit employees who, by reason of mid-year anniversary, would be entitled to an additional week's vacation shall notify the Superintendent in writing of that employee's intent to utilize such additional week after the anniversary date is reached.

F. VACATION ACCUMULATION

The maximum of accumulated vacation days which may be carried forward from prior years shall be fifty (50) days. Of the current year's allotment of vacation days, at least fifty percent (50%) of such days must be used and carry forward rights for the remaining days shall be subject to the fifty (50) day limit set forth above.

ARTICLE V - HOLIDAY

A. Employees shall be entitled to seventeen (17) paid holidays as set forth in the calendar of holidays.

B. The administration shall confer with the unit president prior to setting the dates for the following holidays:

Independence Day
Labor Day
Rosh Hashanah
Columbus Day

- Veteran's Day
- Thanksgiving Recess
- Christmas Recess
- New Years Day
- Martin Luther King Day
- President's Day
- Spring Recess
- Memorial Day

ARTICLE VI - MEDICAL AND DENTAL INSURANCE

A. MEDICAL INSURANCE

Effective July 1, 2004, the Board shall pay the entire cost of the DEHIC Alternate PPO Plan, for the individual and family plan, as selected by the employee. Each employee shall have the right to opt for HMO coverage, whereupon the District's obligation to fund such coverage shall be up to the monthly dollar limit of the cost of coverage under the DEHIC Alternate PPO Plan.

B. SUBSTITUTION OF HEALTH INSURANCE PLAN

The parties agree that the Board may substitute through an alternative insurance carrier comparable medical insurance coverage to that presently afforded by the DEHIC Alternate PPO Plan without further negotiations being conducted between the parties. However, prior to implementing a change, the Association shall be notified so that it might give its input on the issue of comparability at least sixty (60) days prior to the effective date of any change. In the event that the Association disagrees on the District's determination with respect to comparability, the parties agree to submit the matter to final and binding arbitration before an arbitrator selected pursuant to the rules and procedures of the American Arbitration Association Labor Arbitration Panel.

C. HEALTH INSURANCE BUY-OUT OPTION

Unit members who are otherwise health insured may opt out of the District's Health Insurance Program and receive a payment within three (3) months from the date of opting out. The unit member's per annum payment shall be dependent upon the number of unit members opting-out of the District's health insurance program in accordance with the following schedule:

Up to three (3) buy-outs	\$ 1,000.00
Four (4) through Five (5) buy-outs	\$ 1,200.00
Six (6) or more buy-outs	\$ 1,400.00

1. Proof of alternate health insurance coverage must be provided to the Business

Manager prior to June 1 of the previous school year for an effective opt-out date of July 1.

2. Re-entry into the District's Health Insurance Program shall be allowed at any time, subject only to the waiting period, if any, of the District's Health Insurance Program rules and regulations. Upon re-entry, the unit member must refund the pro-rated amount of the buy out paid for the remaining months of the applicable school year (i.e., if an employee re-enters on January 1st, s/he shall refund \$500.00 to the District).

3. New hires may opt out and receive this benefit on a pro-rated basis, where applicable, at the time of hire, provided that proof of other health insurance is furnished to the Business Manager.

D. DENTAL INSURANCE

The District shall pay the entire cost of the EBF Dutchess Dental Plan for individual and family coverage, as selected by the employee.

E. VISION COVERAGE

The District shall pay the entire cost of individual coverage for unit members to be enrolled in the EBF Platinum 12 Individual Plan.

ARTICLE VII - LEAVES

A. SICK LEAVE

Full-time employees shall be entitled to eleven (11) days personnel sick leave per year, at regular pay, cumulative to a maximum of two hundred seventy (270) days; provided, however, that in the event a person seeks to take advantage of accumulated sick leave, the employee shall, upon return to work, produce proof of illness or other disability. No additional sick leave days may be accumulated over the figure of two hundred seventy (270) days, except as hereinafter provided.

A doctor's certificate of physical fitness is required after absence of three (3) consecutive days due to personal illness; however, the school Superintendent may request such a certificate after an absence of three (3) or more consecutive days, or in instances where a pattern of abuse is indicated (e.g., days taken off on Mondays and Fridays or before or after a vacation and/or holiday period). In such circumstances, the Board will indemnify the employee against any reasonable additional expense incurred in obtaining such certificate.

B. SICK LEAVE BANK

Employees electing to participate in the bank of this unit shall submit to the Board a waiver of no more than one day of accumulated sick leave. CSEA shall contribute no more days than the number of employees in the unit employed by the Board, and this number contributed shall be matched by the Board. All employees of the unit shall be eligible to contribute sick leave days, but employees not electing to waive one day, shall not be eligible to receive time from the sick bank. It shall be an additional prerequisite that before any unit employee is eligible to receive time from the sick bank, he or she must have accumulated 10 sick leave days. The bank shall be administered by a committee of three representatives appointed by the Board and three representatives appointed by CSEA who shall act upon withdrawals. Withdrawals from the sick bank shall be limited to employees who are involved in extended disability resulting from illness or accidents, and who have exhausted their sick leave, vacation, and personal leave days. The decisions of the above committee shall be final and binding upon the employees, the Board and CSEA with respect to the administration of the sick leave bank, however, no employee may receive more than 40 days from the sick leave bank.

C. RETIREMENT/DEATH SICK LEAVE CONVERSION

In the event of retirement, death or resignation of an employee in the unit, payment of accumulated unused sick leave shall be made under the following conditions:

1. The employee must have had at least seven (7) years regular employment by the Board;
2. There must be at least seventy (70) days of such accumulated leave;
3. With respect to retirement, the employee must give the Board at least three (3) months' notice in advance of the intended date of retirement.
4. Payment shall be made up as follows:

ACCUMULATED SICK LEAVE TABLE

<u>DOLLARS</u>	<u>ACCUMULATED DAYS</u>
\$ 3,400	270 and above
\$ 3,000	220 - 269
\$ 2,700	170 - 219
\$ 2,350	120 - 169
\$ 2,100	70 - 119

D. VACATION/SICK LEAVE CONVERSION

In lieu of such payment under Article VII(C)(4), the employee may elect to use such accumulated leave as vacation time so as to accelerate the date on which he stops working, but the number of days so used by the employee shall not exceed the number of days for which he would be paid pursuant to the limitation in sub-division (4) above.

E. ILLNESS IN FAMILY LEAVE

Four (4) days per year at full pay shall be allowed for illness in the family. Family is defined as mother, father, husband, wife, children and one other specified individual designated by the employee who is living in the employee's household. At the beginning of each school year such employee shall designate on a form supplied by the Business Office, the name of the specific individual. If the employee fails to make an annual designation the previous designation will prevail. Family illness days shall be accumulated up to a maximum of eight (8) days.

F. BEREAVEMENT LEAVE

1. Full-time employees shall be granted five (5) days leave without deduction of pay for absence due to the death of their father, mother, husband, wife, children, brother or sister or such other person designated by the employee on a form supplied by the Board.

2. Full-time employees shall be granted three (3) days' leave without deduction of pay for absence due to the death of their mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, daughter-in-law, son-in-law, or such other relative who shall have been living under the same roof as the employee but not included in the paragraph above.

3. Full-time employees shall be allowed one (1) day leave without deduction of pay for absence due to the death of their niece, nephew, aunt, uncle, or first cousin, except that in the case where travel is required for a one-day distance beyond 150-mile radius, two (2) days leave may be allowed without deduction of pay.

4. Individual adjustments may be made for members of the staff.

G. PERSONAL LEAVE

Full-time employees shall be entitled to two (2) personal days absence without loss of pay or deduction from accumulated credits; provided, however, each such absence must be approved by the administration in advance. Where the request for personal leave does not arise as a result of an emergency, the employee shall give at least two (2) days' notice of his request, setting forth the reason for such request and the number of days absence requested. Two unused personal business days per year may be accumulated to a maximum of ten (10) and added to the employee's personal

sick leave, upon the accumulation of ten (10) days as additional sick leave over and above that hereinbefore provided. The transfer of unused personal leave to sick leave shall be automatic.

Personal leave shall be defined as leave necessary for the conduct of business which cannot be conducted at any other time except when the employee is working. It is understood and agreed that the personal leave is not vacation leave, and no approval as such will be granted.

H. JOB RELATED DISABILITY LEAVE

When an employee shall be absent as a result of injury or disability arising out of and in the course of his employment for which he is entitled to payment under Workers' Compensation Insurance, the employee shall be paid his regular salary subject to deduction therefrom of the amount of Workers' Compensation payments received; and such absence, for a period not to exceed ninety (90) work days, shall not affect the employee's sick leave; after such absence exceeds ninety (90) work days, the absence of the employee shall be charged against his sick leave until he returns to work. However, if because of the injury, the employee becomes eligible for retirement, the Board may require the employee to retire, and after expiration of the time reasonably required, the employee shall no longer be entitled to payment of salary from the Board.

I. JURY SERVICE

On proof of jury service, an employee shall be granted a leave of absence without charge against leave time and without deduction of pay except for any fee or compensation received by the employee for such service, less travel expenses received, for which the Board shall receive credit.

J. CHILD REARING LEAVE

1. Upon written application, a child rearing leave without pay shall be granted for a period not to exceed two (2) years. Such leave may be extended by the District upon request. Employees requesting such leave shall give reasonable notice (90) days to the District prior to the commencement of such leave. This notice shall include tentative commencement and termination of leave dates. Return from such leave shall coincide with the beginning of the semester, and the employee shall give written notice of intent to return from leave at least thirty (30) days before, or resignation at least sixty (60) days before the leave termination date. In the event of the death of the child, such employee may return to service no later than at the beginning of the next semester, or at such other time as is mutually agreed upon between the employee and the Superintendent of Schools.

2. Child rearing leave shall apply equally for the birth of an infant or the adoption of a child.

K. PERFECT ATTENDANCE BONUS

A perfect attendance bonus shall be established with a payment of \$300 for not using a sick

days in a year and \$150 for utilizing one day per year. Employees will be prohibited from taking an unpaid day in lieu of using a sick day in order to be eligible for this bonus.

L. SNOW DAYS

Effective July 1, 2004, custodial and maintenance employees will be granted up to one paid day off from work per year in the event that the District is closed toward the end of the school year because it has not utilized all of its scheduled inclement weather days in a school year (i.e., snow give back day). The District has the right to designate which day will be designated as the day off.

ARTICLE VIII - GRIEVANCE PROCEDURE

A. PURPOSE

The purpose of this procedure is to resolve fairly and equitably at the lowest possible administrative level problems which may arise under this Agreement and to reduce to a minimum the need to resort to the more formal type of proceedings which prevail before administrative agencies or the courts. The parties believe that proceedings should be kept as informal and confidential as the various stages of this procedure permit. Nothing herein contained shall be construed as limiting the right of any person, who may claim to have a grievance hereunder, from discussing the matter informally with any appropriate member of the administration in an attempt to adjust the grievance in such manner.

B. DEFINITION

As used in this Article, the following terms shall have the meaning set forth:

1. A grievance shall be defined as a violation of one of the provisions of this contract.
2. An aggrieved party is the party, person or persons making the claim.
3. It is understood and agreed that the CSEA as bargaining agent for the maintenance personnel shall have the right to make a claim on behalf of any aggrieved person.

C. STAGE I OF THE PROCEDURE

An employee or group of employees claiming to have a grievance shall submit to his or her immediate supervisor a written statement of the facts within thirty (30) calendar days from the time the aggrieved party or parties knew, or should have known of the event(s) giving rise to the grievance. Failure to file a grievance within the time limits set forth above will constitute a waiver

of the grievance, and the grievance shall be dismissed. This in no way precludes the Union from moving forward with grievances in circumstances when the District has failed to answer the grievance within the time frame set forth in the grievance procedure. The grievance shall include the following information:

1. The name and position of the aggrieved party;
2. A concise statement as to the nature of the grievance, setting forth the contract provision(s) alleged to be violated;
3. The time, place and persons alleged to have been responsible for causing the grievance;
4. The redress sought; and
5. The signature of the aggrieved person(s).

The immediate supervisor will hold a conference and/or hearing in an effort to seek a solution. In no instance shall more than ten (10) working days lapse between the time of receipt of the grievance by the immediate supervisor and the scheduling of the conference and/or hearing. The immediate supervisor shall give his or her answer, in writing, to the claim of the grievance within five (5) working days following the conclusion of the conference and/or hearing.

D. STAGE II OF THE PROCEDURE

If the aggrieved party is not satisfied with the decision at Stage I, he or she may proceed to Stage II by filing the written grievance within fifteen (15) days after receipt of the answer at Stage I, or, if no answer has been given, fifteen (15) days after the expiration of the period within which the answer should have been given. The grievance shall be filed with the Superintendent of Schools. Within ten (10) working days from the receipt of the written grievance, the Superintendent of Schools or his/her designee shall schedule the hearing. Within ten (10) working days of the hearing, the Superintendent of Schools or his/her designee shall issue a decision in writing.

E. STAGE III OF THE PROCEDURE

If the grievance is not satisfactorily resolved at Stage II, the aggrieved person may, within fifteen (15) days after receipt of the decision at Stage II, or, if no decision has been rendered fifteen (15) days after the expiration of the period within which the decision should have been rendered, request a further review before the Board, by filing such request with the Clerk of the Board; otherwise, the Grievance shall be deemed fully resolved, and the proceedings fully terminated. All hearings at Stage III shall be in executive session. The Board must render its decision in writing within twenty (20) days after the conclusion of the hearing.

F. STAGE IV OF THE PROCEDURE

If the grievance is not satisfactorily resolved at Stage III, CSEA, Inc. may, within twenty (20) days after the receipt to the written decision at Stage III, or within twenty (20) days after the expiration of the period within which the decision should have been rendered, file for arbitration with the American Arbitration Association. A copy of such demand for arbitration shall be sent to the Clerk of the Board of Education. An arbitrator shall be mutually selected by the District and the Union. The arbitrator shall promptly fix the time, date and place of hearing. The arbitrator shall have no power to alter or change any provision of this Agreement or to make any decision which requires the commission of an act prohibited by law or which violates the terms and provisions of this Agreement; he shall consider only those issues and matters which have been set forth in writing in the Grievance Form as hereinabove provided and no others; and his authority shall be limited to the interpretation and the application of the provisions of this Agreement insofar as the same may be necessary for a determination of the grievance. The arbitrator shall render this decision in writing within twenty (20) days after the conclusion of the hearings, and he shall set forth therein his findings of fact, his reasoning and his conclusions on the issues submitted. The decision of the arbitrator shall then be final and binding on the parties. All costs of the arbitration shall be borne equally by the Board and the CSEA.

G. ELIMINATION OF STAGE I

If CSEA or the Board shall determine that a grievance affects a group or class within the bargaining unit, the grievance procedure may be commenced at Stage II.

H. REPRESENTATION

A party in interest may be represented at all stages of the grievance procedure by a person of his/her own choosing.

GRIEVANCE FORM

Grievance No. _____

Date _____

Employee:

Classification:

Building or Location:

Other:

Date Employed:

NATURE OF GRIEVANCE

(Attach copies of answer given at Stage I and of decisions at all subsequent Stages.)

Provisions of Agreement Involved:

Time, Date and Place of Grievance:

Person or Persons involved:

Concise Statement of Facts:

Relief or Settlement Desired:

SIGNATURE

(If more space is required, attach additional pages)

Stage II

Date:

Chairman Stage III

Date:

Chairman Stage IV

Date:

Chairman

ARTICLE IX - INDIVIDUAL AND ASSOCIATION RIGHTS**A. PROMOTIONAL OPPORTUNITIES**

Notice of vacancies and new positions shall be made known to the President of the Association in writing and posted prior to being filled. Due consideration shall be given to members of the bargaining unit on the basis of seniority and qualification. Qualification shall be given to members of the bargaining unit on the basis of seniority and qualification. Qualification shall be determined finally by the Superintendent of Schools

B. SENIORITY

The employer and the Union shall jointly establish a seniority list by job title.

Seniority shall be an important factor in filling vacant jobs in the school district and in transfers within existing jobs.

Full-time staff members shall have seniority rights over part-time staff members (including hourly and seasonal), such that the seniority of part-time staff members is subordinate to full-time staff members in the same job title.

C. NOTICE OF TRANSFER

If an employee is assigned to work in a particular school, such employee will receive at least one week's notice of transfer to another school, when practicable, except that this requirement shall not apply to an emergency.

D. MAINTENANCE OF STANDARDS

1. Existing policies with respect to benefits not altered by this Agreement shall continue in effect.

2. Any change in school policy relative to employees' working conditions must be discussed with the CSEA and mutually agreed upon in writing before being implemented.

3. The School District shall have the right to allocate new job titles to any of the existing salary columns. Other entry level salaries shall be determined only after input from the Union.

E. REDUCTION IN FORCE

1. Procedure - If it becomes necessary to reduce the working force, the last employee on the seniority list for each job title shall be laid off first, and when the force is again increased, the laid off employee shall be returned to work in reverse order in which they were laid off. Such recall rights shall exist for one year following any lay-off.

In the event of a recall, the laid off employees shall be given notice of recall by telegram, or certified mail, sent to the address last given by the employee. Within three (3) calendar days after tender of delivery to such address of the employer's notice, the employee must notify the employer by telegram, or certified mail of his intent to return to work and must actually report to work within seven (7) calendar days after tender of delivery of the recall notice, unless mutually agreed otherwise. Failure to comply with this section shall cause a loss of all seniority rights under this Agreement, and shall be considered as a voluntary termination.

2. Notice of Lay-Off

No later than April 1 of each year, the Superintendent or his designee and the Union President, shall review the final seniority list for all unit members as determined by the District. Immediately following the adoption of the budget, the District shall announce any layoffs intended in the unit, giving the individual at least two (2) week's notice prior to lay-off. Provided, however, that in light of financial emergencies, layoffs may be accomplished at any time during the course of the school year upon two (2) weeks notice to the individuals to be laid off.

F. VETERANS RETIREMENT CREDIT

World War II and Korean War Veterans shall be entitled to credit for military service towards retirement, in the event that the New York State Legislature enacts a bill identical to Assembly bill number 1584, Senate 1275, during a legislative session covered by this Agreement.

G. STUDENT SUPERVISION

Maintenance personnel should not be required to supervise children except in emergency situations when directed to do so by professional personnel employed by the District.

H. SUBCONTRACTING

Except in emergency circumstances, the District agrees that it may not subcontract work without first negotiating the decision and the impact with the Union; provided, however, that the School District may continue to subcontract work which has previously been subcontracted.

I. USE OF FACILITIES

The District will provide bulletin board privileges and meeting space for CSEA upon request by CSEA, provided that the same shall not interfere with the educational process of the School District and shall not involve any extra expenses for the Board.

J. ASSOCIATION DELEGATES LEAVE

The District will permit no more than two (2) official delegates who may be selected to

represent the negotiating unit at the CSEA State Convention to be absent for such purpose without loss of pay for a period not to exceed three (3) days and one official delegate who may be selected to represent the negotiating unit at the CSEA County Convention to be absent for such purpose without loss of pay for a period not to exceed three (3) days. It is understood that the Board is in no way responsible for any cost in connection with the attendance by the any employee at such conventions.

K. ASSOCIATION PRESIDENT'S LEAVE

Each fiscal year of this contract the Board shall provide up to twelve (12) days off, with pay, to the President or his designee for the purpose of conducting or participating in CSEA business. Such days may be used in no less than half-day increments. The President or his designee, may extend attendance at conferences or other activities conducted for the purpose of participating in CSEA business, by unitization of accumulated vacation leave.

L. ACCESS OF OTHER LABOR ORGANIZATIONS

The employer agrees that it shall not permit any other labor organization as defined in the Taylor Law to hold meetings with bargaining unit members for the purpose of discussing terms and conditions of employment or be provided with meeting space or access to the intra-school mail facilities for the purpose of soliciting bargaining unit members on the property or premises owned or occupied by the School District, to the extent allowable by law.

M. ANNUAL EMPLOYEE STATUS REPORTING

Each September an annual update shall be furnished to the Association indicating the date of hire, years of service, job classification, name, salary and longevity of each employee in the bargaining unit.

N. PERSONNEL FILE

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such materials by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also has the right to submit a written response to such material within twenty (20) days after the employee's review of such material. The response by the employee shall be reviewed by the Superintendent of Schools and attached to the file copy. Failure by the employee to respond in writing, shall not be viewed as an acceptance of the allegation(s) by the employee involved.

O. LABOR MANAGEMENT COMMITTEE

The District and the CSEA unit shall establish a Labor/Management Committee consisting

of two (2) members from each party. The Committee shall meet at least quarterly, at a time and date mutually determined by the members of the Committee. At such meetings, the parties may discuss complaints, safety issues or policies of the School District. Both parties agree to submit a written agenda one (1) week in advance of the scheduled meeting. The meeting may be mutually cancelled or postponed by written notice by either party.

P. NURSE TRAINING

The District shall offer all nurses the opportunity to be enrolled in one (1) New York State Nurses Association Seminar per year, for the purpose of providing nurses with updated training and education. The District shall not be responsible for providing nurses with meal and travel expenses for such seminars.

Q. CHANGE IN WORK SHIFT

The Board shall have the right to modify an employee's work shift. When practicable, volunteers shall be sought out first and thereafter involuntary changes may be made upon the basis of the inverse order of seniority, absent an undue hardship to a less senior employee. In any event, before any change in work shifts, the District shall meet with the Union to discuss the proposed changes and must mutually agree to said changes before implementation takes place. The Union shall not unreasonably withhold consent.

In the event the parties are unable to agree to a change, the matter shall be submitted to final and binding arbitration before arbitrator Jeffrey Selchick.

ARTICLE X - MANAGEMENT/CONFIDENTIAL PERB MATTERS

In the event that the District seeks the removal of the head custodians from the bargaining unit through proceedings before the Public Employment Relations Board, the parties agree that as soon as a PERB Hearing Officer designates the head custodians managerial and/or confidential that the positions shall immediately be removed from the bargaining unit.

ARTICLE XI - DURATION OF THIS AGREEMENT

This Agreement shall become effective for the period July 1, 2003 through June 30, 2007. The above agreements constitute all of the agreements reached by the representatives of the Superintendent of Schools and the CSEA at the negotiations leading to this agreement and all negotiable items have been discussed and negotiations shall not be reopened during the term of this Agreement. The signatures appearing below indicate agreement to this contract by the Civil Service

Employees Association and by the Superintendent of Schools, ratification by the membership of the Poughkeepsie City School District Non-Teaching Unit (Maintenance/School Nurse Personnel of the Civil Service Employees Association, Inc.) and ratification by a majority of the Board of Education, as reflected in the minutes of the Board of Education meeting.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties, the day and year first above written.

CSEA

BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF POUGHKEEPSIE, NEW YORK

BY: *Douglas Morin*
LABOR RELATIONS SPECIALIST

BY: *Stanley J. Merz*
PRESIDENT, BOARD OF EDUCATION

BY: *Chris Kelly*
CSEA UNIT PRESIDENT

BY: *R. C. Walker*
SUPERINTENDENT OF SCHOOLS

APPENDIX "A"

CSEA Salary Schedules - 7/1/03 - 6/30/07Maintenance Mechanic/Head Custodian

	03/04 salary	04/05 salary	05/06 salary	06/07 salary
Step 1	29,940	30,988	32,073	33,196
Step 2	31,718	32,828	33,977	35,166
Step 3	33,495	34,667	35,880	37,136
Step 4	35,272	36,506	37,784	39,106
Step 5	37,048	38,344	39,687	41,076

Custodial Worker

	03/04 salary	04/05 salary	05/06 salary	06/07 salary
Step 1	20,270	20,980	21,714	22,474
Step 2	21,286	22,031	22,802	23,600
Step 3	22,350	23,132	23,942	24,780
Step 4	23,467	24,288	25,138	26,018
Step 5	24,640	25,503	26,395	27,319

Bus Driver/Custodial Worker/Sr. Custodial Worker

	03/04 salary	04/05 salary	05/06 salary	06/07 salary
Step 1	21,668	22,426	23,211	24,023
Step 2	22,751	23,548	24,372	25,225
Step 3	23,890	24,726	25,591	26,487
Step 4	25,083	25,961	26,870	27,810
Step 5	26,338	27,259	28,214	29,201

Custodian

	03/04 salary	04/05 salary	05/06 salary	06/07 salary
Step 1	23,507	24,330	25,181	26,063
Step 2	24,683	25,547	26,441	27,366
Step 3	25,916	26,823	27,762	28,734
Step 4	27,212	28,165	29,150	30,171
Step 5	28,573	29,573	30,608	31,680

Maintenance Helper

	03/04 salary	04/05 salary	05/06 salary	06/07 salary
Step 1	24,904	25,776	26,678	27,612
Step 2	26,150	27,066	28,013	28,993
Step 3	27,458	28,419	29,413	30,443
Step 4	28,830	29,839	30,883	31,964
Step 5	30,272	31,331	32,428	33,563

Longevities

10 years	650	750	850	950
15 years	750	850	950	1050
20 years	800	900	1000	1100
25 years	900	1000	1100	1200
30 years	1050	1150	1250	1350

Cumulative Longevities

10 years	650	750	850	950
15 years	1400	1600	1800	2000
20 years	2200	2500	2800	3100
25 years	3100	3500	3900	4300
30 years	4150	4650	5150	5650

APPENDIX "B"

Nurses Salary Schedules 7/1/03 - 6/30/07

	2003/2004	2004/2005	2005/2006	2006/2007
Step 1	25,863	26,768	27,705	28,674
Step 2	26,842	27,781	28,753	29,760
Step 3	28,240	29,228	30,251	31,310
Step 4	29,652	30,690	31,764	32,875
Step 5	31,135	32,225	33,352	34,520

Longevity Amount

Years

10	650	750	850	950
15	750	850	950	1050
20	800	900	1000	1100
25	900	1000	1100	1200
30	1050	1150	1250	1350

Cumulative Longevity

Years

10	650	750	850	950
15	1400	1600	1800	2000
20	2200	2500	2800	3100
25	3100	3500	3900	4300
30	4150	4650	5150	5650