

**AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT  
OF THE CITY OF POUGHKEEPSIE**

**AND**

**THE POUGHKEEPSIE PUBLIC SCHOOL OFFICE PERSONNEL  
ASSOCIATION**

**JULY 1, 2002 to JUNE 30, 2005**

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**AGREEMENT**

**THIS AGREEMENT, MADE THE 30th DAY OF APRIL, 2003, between the BOARD OF EDUCATION OF THE CITY SCHOOL DISTRICT OF THE CITY OF POUGHKEEPSIE, NEW YORK (hereinafter called the "Board"), and THE POUGHKEEPSIE PUBLIC SCHOOL OFFICE PERSONNEL ASSOCIATION, LOCAL NO. 3180, AFSCME, COUNCIL 66, AFL-CIO, (hereinafter called the "PPSOPA"),**

**W I T N E S S E T H**

**WHEREAS,** the parties intend to implement the provisions of the Public Employees' Fair Employment Act, also called the Taylor Law, and to further a more efficient and cooperative relationship between its employees and the Board, either to prevent differences or to provide an orderly means for prompt and fair settlement thereof, as they may arise,

**NOW, THEREFORE,** it is agreed as follows:

**ARTICLE I - NO STRIKE PLEDGE**

Section 1: Pursuant to the requirements of Section 207(3)(b) of the Taylor Law, the PPSOPA affirms that it does not assert the right to strike or engage in a work stoppage, or to impose an obligation to conduct or participate in such a strike or work stoppage.

**ARTICLE II - RECOGNITION**

Section 1: The Board recognizes the PPSOPA as the sole and exclusive bargaining representative of the office personnel (hereinafter called the "employees") employed by the Board with regard to rate of pay, wages, hours of work, and other terms and conditions of employment in the following classifications:

Receptionist/Typist	12 months
Account Clerk/Typist	12 months
Senior Stenographer/Typist	12 months
Senior Account Clerk	12 months
Typist	12 months
Account Clerk, Stenographer	12 months
Student Records Clerk	12 months
Clerk	12 months
Data Entry Clerk (when not employed in a confidential capacity)	12 months
Account Clerk	10 months

**ARTICLE III - CONTRACT VALIDITY**

Section 1: This contract constitutes the complete agreement between the parties.

Section 2: This contract shall supersede any rules, regulations or practices of the Board which may be contrary to or inconsistent with its terms. The provisions of this contract shall be incorporated into and be considered part of the established policies of the Board.

Section 3: If any individual arrangement or agreement of employment is inconsistent with the terms of this contract, this contract shall control and supersede such arrangement or agreement to the extent legally allowable.

Section 4: The Board shall, at its expense, make available copies of this contract for all employees covered by the PPSOPA contract.

Section 5: There shall be no change in the terms of this contract except by mutual consent of the parties. Wherever possible, there shall be no change in terms and conditions of employment unless the Board notifies the PPSOPA in writing of the proposed change and the PPSOPA has a reasonable opportunity to respond and to discuss the proposed change with the Board.

Section 6: If any part of this contract shall be held to be invalid, such determination shall not affect the validity of the remaining parts of this contract which shall continue in full force and effect.

Section 7: Titles and headings are used herein solely for convenience of reference and are not to be deemed contractual terms; the agreement of the parties shall at all times be controlled by, and its meaning obtained from, the full text of the provisions herein.

**ARTICLE IV - PERSONAL FREEDOM**

Section 1: Nothing in this contract shall be deemed to limit the right of the employees to full political freedom, including discussing political issues, voting, running for political office, campaigning for candidates, so long as such activities, in the judgment of the administration, do not inject themselves into the school.

Section 2: Any employee who shall be suspended or disciplined for activities outside the School District will be reimbursed for loss of pay in the event he/she gains an acquittal or dismissal of the charges against him/her, except in a case involving great moral turpitude which has a significant impact on the community's confidence in the schools.

Section 3: To the extent not provided by Workers' Compensation benefits, the Board shall reimburse an employee for all medical expenses incurred from unprovoked assault upon such employee occurring on the District's property and in the course of employment in the District to the extent that the same are not paid for by Workers' Compensation Insurance; and such employee shall not be charged with loss of sick time by virtue thereof, except that this section shall in no way limit the right of the Board to require the employee to retire as is provided in Article VIII in the case of an injury or disability subject to Workers' Compensation Insurance coverage.

## **ARTICLE V - EDUCATIONAL CONFERENCES AND DELEGATES**

Section 1: When educational conferences are held during the school year, the duly elected delegates, not to exceed two (2), shall send a written request to the Superintendent of Schools for permission to attend, setting forth the name of the organization sponsoring the conference and the location thereof.

Section 2: The Superintendent may approve attendance at conferences in accordance with the provisions set forth by Board policy and provided that the unit member submits proper vouchers to justify reimbursement for travel, meals, registration and other fees.

Section 3: Attendance at educational conferences shall be limited to two (2) per year.

Section 4: The Board shall contribute Two Thousand Dollars (\$2,000) per year for staff development purposes. Use of such money shall be approved by the Superintendent or his designee.

## **ARTICLE VI - LEGISLATIVE ACTION**

Section 1: It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE VII - ASSOCIATION BUSINESS**

Section 1: The PPSOPA shall be entitled to prompt access to such information available to the public pursuant to the Freedom of Information Law and to it as negotiations representative pursuant to the Taylor Law.

Section 2: The PPSOPA may have reasonable use of the school internal mailing system for distribution of its official notices to the office personnel staff. The District agrees to use its best efforts to assure the confidentiality of sealed internal mailings of the Association.

Section 3: The PPSOPA shall be granted the right to use school premises for meetings of the general membership and of various groups or committees. Such use shall be during times when they are not in use for normal educational programs and shall not conflict with consent previously granted for the use of the requested facilities. Any extra expense incurred by such use shall be paid by PPSOPA.

Section 4: The PPSOPA may post official notices on bulletin boards designated by the Principal for this purpose, after proper clearing with the Principal.

Section 5: All notices from PPSOPA shall be appropriately labeled as coming from the Association.

Section 6: Agendas of Board of Education meetings shall be sent to the President of PPSOPA.

Section 7: No member of the unit shall be required to work in a building of the District where neither a building administrator nor a custodian is present.

Section 8: Unit members are entitled to have a Union representative present at a disciplinary conference between a unit member and supervisor upon the unit member's request.

Section 9: Announcements of all Civil Service Examinations for unit positions, promotional or otherwise, will be posted and made available to the President of PPSOPA for distribution to unit members.

Section 10: PPSOPA shall be provided with one hundred (100) copies of this Agreement within forty-five (45) days of the appraisal of the final draft for its use and distribution to members.

## **ARTICLE VIII - LEAVE POLICY**

Section 1: Sick Leave. Full-time employees shall be allowed twelve (12) days of sick leave per year at regular pay. In the year of termination of employment, sick leave shall be pro-rated.

Section 1.1: Sick Leave Bank. Unit members who elect to participate in the sick leave bank shall submit to the Board a waiver of no more than one (1) day of accumulated sick leave. The Union shall contribute no more days than the number of employees in the bargaining unit, which number 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 (1) day, shall not be eligible to receive time from the sick leave bank. It shall be an additional prerequisite that before any unit employee is eligible to receive time from the sick leave bank, he/she must have accumulated ten (10) sick leave days. The bank shall be administered by a committee of two (2) representatives appointed by the Board and three (3) representatives appointed by the Union, who shall act upon withdrawals.

Withdrawals from the sick bank shall be limited to unit members who have contributed to the bank and are involved in the extended disability resulting from illness or accident and who have exhausted their sick leave, vacation and personal leave days. The decision of the above committee shall be final and binding upon the unit member, the Board and the Union with respect to the administration of the sick leave bank, however, no unit member may receive more than fifty (50) days from the sick leave bank. Prior to granting a request for use, the District shall have the right to require the unit member to submit to a medical examination at the District's expense and have the evidence of such examination considered by the sick leave bank committee.

The sick leave bank shall be renewable only once during the fiscal school year, provided all sick leave bank days have been exhausted.

Section 2: Workers' Compensation. If an employee who has accrued sick leave is unable to work as a result of an accident which happened on the job, the employee will receive full salary during such period which will be charged against sick leave at the rate of one day of sick leave for each day the employee is unable to work, up to a maximum of available sick leave. In order to be eligible for this benefit, the employee must apply for and be declared eligible to receive Workers' Compensation benefits. Income protection benefits available under Workers' Compensation shall be paid to the District for such period as the employee continues on full salary. Upon receipt of the Workers' Compensation income protection benefits, the District will reinstate sick leave days in proportion to the reimbursement. In the alternative, the District may forego reimbursement from Workers' Compensation whereupon sick leave days would not be reinstated. An employee who does not have accrued sick leave shall receive all benefits of Workers' Compensation.

Section 3: Additional Information For Sick Leave. The Board may request additional information from the attending physician or physicians as to the nature and extent of the employee's illness and the probable duration of the illness; the Board may, at its own expense, have a physician or physicians of its choice make such examination of the employee as it deems necessary, for which purpose the complete medical report of the employee shall be made available to the examining physician or physicians.

Section 4: Family Leave Without Pay

Section 4.1: Family leave replaces the provisions for child care leave in previous agreements between the parties. It is intended to include the leave heretofore denominated child care leave and, in addition thereto, to broaden its application to other family situations. Family leave shall be granted subject to the recommendation of the Superintendent and Board of Education approval.

"Family Leave" is defined as:

- a. Leave for child care purposes, and

b. Leave for the purpose of allowing an employee to attend to a situation in a family relationship which in the judgment of the employee would conflict with the time required to perform his/her regular duties. This situation is intended to apply only where a close family or similar relationship exists and the employee is either a spouse, ancestor or descendant of the other person or persons in the situation or where the employee desires to adopt a child of preschool age. The specific individual expressly designated by an employee in lieu of the relatives named in Section 6 of this article (Illness in the Family) shall qualify as a similar relationship for the purpose of family leave.

Section 4.2: Reasonable notice shall be given to the District by an employee intending to apply for family leave.

Section 4.3: The employee in applying for family leave shall state the tentative dates of commencement and termination of such leave.

Section 4.4: The maximum period for which a family leave may be granted shall be one year from the date such leave commences. When the employee on family leave wishes to return, he/she shall so notify the Superintendent who may arrange for his/her to return to his/her position, provided, however, that there will be no assurance that the employee will be returned to the same school or office. The position to which the employee returns shall be in his/her same classification.

Section 5: Absence Because of Subpoena. Any payment received by an employee as a result of absence due to subpoena or jury duty, less mileage, shall be paid over to the Board, and the employee shall receive full pay for the absence. However, if an employee is personally involved in the matter for which he is subpoenaed, the absence shall be charged as personal leave. If the employee is a member of a group or class which is involved in the matter for which he/she is subpoenaed, the employee shall be deemed to be personally involved.

Section 6: Illness in the Family. Three (3) days per year at full pay shall be allowed for illness in the family. "Family" is defined as follows: mother, father, wife, husband, children, or in lieu thereof, some other specific individual living under the same roof, designated by the employee. At the beginning of each school year, such employee shall designate on a form supplied by the business manager, the name of such other specific individual to be in lieu of the above-named persons. On an annual basis, any unused illness in the family days may be rolled over into the employee's accumulated sick leave.

Section 7: Death in the Family

Section 7.1: Five (5) days leave shall be granted without deduction of pay for absence due to the death of mother, father, husband, wife, children, brother or sister, or such other persons designated under Section 6 of this article.

Section 7.2: Three (3) days leave shall be granted without deduction of pay for absence due to the death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grand-child, daughter-in-law, son-in-law or such other persons who shall have been living under the same roof but who are not included in Section 7.1.

Section 7.3: One (1) day leave shall be allowed without deduction of pay for absence due to the death of niece, nephew, aunt, uncle or first cousin, or other in-laws not previously mentioned, except that in the case where travel is required for a one-way distance beyond a 150 mile radius, two (2) days leave may be allowed without deduction of pay.

Section 7.4: Individual adjustments may be made for employees.

Section 8: Personal Business

Section 8.1: Employees shall be allowed three (3) days per year, cumulative to six (6) in a two-year period, without deduction of pay for the purpose of conducting personal business. All such requests shall be in writing and made to the Superintendent of Schools through the Principal, and the time thereof shall be subject to approval by the Superintendent. Unused personal business days may be rolled over at the end of each school year and be credited as accumulated sick leave days. The employee shall be entitled to accumulate a maximum of ten (10) converted personal leave days as accumulated sick leave.

Section 8.2: Personal leave shall be defined as leave necessary for the conduct of personal or legal business, which cannot be conducted at any other time during the day or week except when the employee is working. It is understood and agreed that personal leave is not vacation leave and no approval as such will be granted. Personal business leave shall not be granted for a day immediately prior to the commencement of, or a day immediately following a vacation period except for emergencies. However, personal business days may be used for religious purposes when required for religious observance on the second day of a religious holiday where the first day has been designated a School District holiday. Approval for such emergencies may be granted, with reasons given, at the discretion of the Superintendent of Schools. Application for personal leave shall be made on the appropriate form and shall state only the general reason for which leave is sought: e.g., "legal business".

Section 9: In the event of retirement, termination of employment, or death of an employee, payment of accumulated sick leave shall be made under the following conditions:

1. The employee must have had at least seven (7) years of regular employment by the Board.
2. With respect to retirement or termination of employment, except in the event of discharge, the employee must give the Board at least thirty (30) days notice in advance of the

intended date of retirement or resignation. In the event of the death of the employee, money for accumulated sick leave shall be paid to the beneficiary of the employee.

3. The amount to be paid shall be as follows:

Accumulated Sick Leave

<u>Accumulated Days</u>	<u>Amount</u>
270	\$3,440.00
220 - 269	\$3,000.00
170 - 219	\$2,700.00
120 - 169	\$2,350.00
50 - 119	\$2,100.00
0 - 49	-0-

Section 10: The School District shall maintain a uniform system of reporting absences of office personnel throughout the District.

**ARTICLE IX - HEALTH INSURANCE**

Section 1: The Board shall pay the entire cost of the Dutchess Alternative P.P.O. Plan on the individual and on the family plan, as selected by the employee, effective July 1, 2003. Each employee shall have the right to opt for any HMO plan offered by the School District, but such coverage shall be limited to the dollar amount of the Dutchess Alternative P.P.O. Plan.

Notwithstanding the above, all employees in the bargaining unit, effective January 1, 1993, shall be required to contribute one-half percent (½%) of salary, up to \$20,000.00, and one percent (1%) of salary exceeding \$20,000.00, to defray the District's cost in providing family health insurance coverage to those unit members participating in family coverage plans; provided, however, that any unit member who participates in an HMO where the cost of such coverage is at least \$250.00 less than the cost of family coverage under the District's Plan, shall not be required to make premium contributions towards the cost of family coverage.

Section 1.1: Notwithstanding any other provision in this Agreement, the parties acknowledge that each bargaining unit member shall be entitled to one (1) health insurance coverage, either in individual or family coverage; provided, however, that the District shall provide only one coverage per family and shall provide only one coverage per bargaining unit member.

Section 2: The District shall pay the full cost of the above plan for both employee and his/her dependents; and in addition thereto the District shall pay the full cost of such insurance for all employees who have retired and for all employees hired prior to July 1, 1989 who shall hereafter retire.

Section 2.1: Employees hired on or after July 1, 1989 shall only be entitled to individual health coverage upon retirement.

Section 2.2: Retirees currently receiving Medicare reimbursement shall be entitled to receive the full cost of individual Medicare reimbursement as long as it is not duplicated with his/her spouse. No other retirees shall be entitled to this benefit.

Section 3: 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 Dutchess Alternative P.P.O. 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.

Section 4: Health Insurance Buy-Out. Unit members who are covered by other health insurance may opt out of the District's Health Insurance Program and receive a payment in accordance with the following conditions:

Up to five unit members opt out	-	\$1,100
Six or more unit members opt out	-	\$1,400

Unit members who choose to opt out shall receive such payments on a monthly basis.

1. Notice of opting-out and proof of alternative health insurance coverage must be provided to the District Business Manager in writing by no later than June 1st for opting-out effective July 1st.
2. Re-entry into the District 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. The employee will repay at a pro-rated rate, the remaining portion of the buy-out amount.
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 District Business Manager.

Section 5: Dental Insurance. As of July 1, 1978, unit members shall be eligible to participate in the Dental Insurance Plan presently furnished to other employees of the School District.

Section 6: Vision Coverage. The District shall pay the entire cost of the enhanced vision plan under the current plan or its substantial equivalent.

Section 7: All members may opt to purchase group disability and/or catastrophic insurance through payroll deduction.

Section 8: Section 125 I.R.C. Plan. The District shall implement a §125 Internal Revenue Code plan for health insurance deductibles and co-pays, effective July 1, 1996.

## **ARTICLE X - PROMOTIONS**

Section 1: All positions recognized by this contract will be sent to the President of the unit for review. The President will provide any input to the administrator responsible for the unit. The position will be posted in each school building and the central office.

Section 2: Any clerical employee who is transferred involuntarily to a position on a different salary column with a lesser differential, shall maintain the differential of the higher paying column.

## **ARTICLE XI - WORK DAY - WORK YEAR**

Section 1: The unit shall have seventeen (17) paid holidays per year. A committee appointed by the President of the PPSOPA shall be consulted in setting up the work calendar for twelve-month unit employees. The final decision remains with the Superintendent of Schools.

Section 2: No person shall work above title in excess of a consecutive period of one (1) month unless said person shall be compensated for the work being performed at a rate on the appropriate schedule to be determined by the Superintendent.

## **ARTICLE XII - VACATIONS**

Section 1: Twelve-month employees shall be entitled to receive annual paid vacations as follows:

- a. Vacation shall accrue at the rate of one (1) day per month until the employee has worked until June 30th, following which the vacation days may be utilized. Thereafter, the following accruals shall be utilized following the school year in which accrued:

1. After completing one (1) full school year of service - fifteen (15) working days.
2. After completing ten (10) full school years of service - twenty (20) working days.
3. After completing twenty (20) full school years of service - twenty-five (25) working days.

b. Twelve-month employees hired on or after July 1, 1986 shall be entitled to accrued vacation days at the rate of 5/6th of a day per month until the employee has worked until June 30th, following which the vacation days may be utilized. Thereafter, the following accruals shall be utilized following the school year in which accrued:

1. After completing one (1) full school year of service - ten (10) working days.
2. Thereafter, unit members shall receive one (1) additional vacation day on their anniversary date until they reach fifteen (15) vacation days per year, which shall occur after completing six (6) years.
3. After completing twenty (20) full school years of service - twenty-five (25) working days.

In the year of termination of service or retirement, vacation shall be pro-rated from July 1st to the date of termination or retirement.

### **ARTICLE XIII - EMERGENCY SCHOOL CLOSINGS**

Section 1: The Board will use all reasonable efforts to announce school closings before 6:30 a.m.

Section 2. Office personnel who are not required to report for duty on days when school is closed, but who do report for duty upon the express request of their immediate supervisor shall be granted compensatory time as follows:

- a. No more than three (3) days compensatory time may be accumulated in one school year.
- b. Compensatory time shall be granted only when, in the judgment of the supervisor of the employee, the absence from duty will not interfere with normal school operation.

**ARTICLE XIV - GRIEVANCE PROCEDURE**

Section 1: 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.

Section 1.1: The grievance committee shall consist of three (3) persons designated by the PPSOPA, one of whom shall be named as chairman.

Section 1.2: Any clerical employee or group of clerical employees covered by this agreement has the right to present grievances in accordance with these procedures.

Section 1.3: Employees shall be guaranteed the right to be heard, to present grievances with freedom from coercion, discrimination, restraint, interference, or reprisal.

Section 1.4: An employee or group of employees who participate in grievance procedures shall not be subject to discipline, reprisal or loss of pay because of such participation.

Section 1.5: An employee or group of employees who participate in grievance procedures shall have the right to use legal counsel in these proceedings if it is deemed necessary.

Section 1.6: The grievance committee shall exercise the powers, duties and responsibilities hereinafter mentioned for the purpose of implementing this grievance procedure.

Section 2: Step 1 of Procedure:

Any grievance shall first be handled by an informal conference between the employee and his/her immediate supervisor. If a question shall arise as to the identification of the immediate supervisor, the Superintendent of Schools shall name the immediate supervisor of the aggrieved person.

Section 3: Step 2 of the Procedure:

If the discussion with the employee's immediate supervisor does not produce a satisfactory result, the employee may state his/her grievance in writing to his/her immediate supervisor clearly stating the grievance and requesting redress. A reply in writing from the immediate supervisor shall be forthcoming within five (5) working days.

Section 4: Step 3 of the Procedure:

If the reply from the immediate supervisor is not satisfactory, the employee may present his/her grievance to the Superintendent of Schools. The Superintendent shall, after his/her investigation has been completed, reply in writing within five (5) days stating his/her decision and the basis for his/her decision.

Section 5: Step 4 of the Procedure:

If the reply from the Superintendent of Schools is not satisfactory, the employee may present his/her grievance to the Board of Education through the Clerk of the Board. The Board of Education will then render a decision, in writing, within thirty (30) working days. The Board of Education will state in its reply the basis for its decision.

Section 6: Step 5 of the Procedure:

If the Board does not make a determination on a grievance within sixty (60) working days of its receipt of the grievance, the grievance may be submitted for final and binding arbitration through PERB.

Section 7: Elimination of Step 1:

If PPSOPA or the Board shall determine that a grievance affects a group within the negotiating unit, the grievance procedure may be commenced at Step 2.

Section 8: Representation:

The employee or employees may be represented at all steps of the grievance procedure by a person of his/her or their own choosing.

**ARTICLE XV - SALARIES**

Section 1: Effective July 1, 2002, all salary schedules shall be increased by 4.75%. Effective July 1, 2003, all salary schedules shall be increased by 4.25%. Effective July 1, 2004, all salary schedules shall be increased by 4.25%. It is agreed that those bargaining unit members who are being placed on a salary schedule grouping that does not conform with the groupings described in Appendix B shall remain in the grouping that they have been placed at unless they take a different position at the District or leave the employ of the District. Thereafter, any new employee shall be placed in accordance with Appendix B.

Section 1.1: Employees covered by this agreement shall move a step each year. Employees with an effective date of employment from July 1st through December 31st shall be advanced a step the following July 1st. Those hired with an effective date of employment from January 1st through June 30th shall remain on the step at which they were hired until the second July 1st of their employment. Employees may advance a step on the salary schedule only on July 1st of any year.

Section 1.2: Effective July 1, 1995, in addition to the salary provided hereinabove, each employee shall receive longevity payments for years of service in the School District as follows:

<u>Number of Years of Service</u>	<u>Longevity Salary</u>
15	\$ 750.00
17	\$1,250.00
22	\$ 600.00
32	\$ 600.00

Longevities are to be considered as part of salary and shall be cumulative. Longevities shall be added to an employee's salary effective on the first July 1st occurring after the date of completion of the years of service indicated.

Section 1.3: One equidistant step shall be added to the senior end of the salary schedule in 1995-96.

Section 2: It is understood and agreed that a thirty-five (35) hour work week be established for all employees governed by this Contract. Employees shall be paid either time and a half or granted compensatory time off in excess of thirty-five (35) hours.

Section 3: During July and August only, twelve-month personnel will work thirty (30) minutes less per day than the hours worked during the days of regular session. Overtime pay shall commence only after a thirty-five (35) hour work week.

Section 4: In the event that the schools are closed for any reason, excluding a labor relations dispute between the parties to this agreement, the present policy will continue that full-time personnel are guaranteed employment with payment, provided, however, that all full-time personnel, who performed required services pursuant to this contract during such closing shall be paid additional pay if the school days are to be made up.

Section 5: By October 1st of each contract year, each employee shall be provided with a salary statement including the following information: annual salary, the amount of any increment included therein, the amount of longevity, the number of accumulated sick days and unused personal business days.

Section 6: The Board shall deduct dues for the Association from the salaries of the office personnel who shall so authorize in writing. The Association shall notify the District upon thirty (30) days notice in writing of the method upon which the aforementioned deduction shall be made.

Section 7: Employees holding an Associate Degree in a clerical or business related field shall be entitled to a \$1,000.00 additional pay differential; employees holding a Bachelor's Degree shall receive a \$2,000.00 differential. The Assistant Superintendent shall decide if the degree is related to that position.

#### **ARTICLE XVI - DURATION OF THIS AGREEMENT**

Section 1: This Agreement shall be effective for the period of July 1, 2002 through June 30, 2005.

#### **ARTICLE XVII - EARLY RETIREMENT INDUCEMENT PAY**

Section 1: During the 2002-2003, 2003-2004 and 2004-2005 school years only, unit members who have at least reached the minimum age for eligibility to retire and receive benefits from the New York State Retirement System and who have served for ten (10) years or more in the Poughkeepsie City School District shall be entitled to receive sixty percent (60%) of their final year's salary up to \$15,000.00 provided that retirement is announced to be effective on June 30<sup>th</sup> in the school year in which these conditions are met.

Section 2: Notice of retirement shall be submitted in writing on or before December 1<sup>st</sup> in the year of eligibility.

Section 3: The retirement benefit referenced above shall be paid between June 30<sup>th</sup> and November 1<sup>st</sup> of the calendar year of the effective date of retirement.

Section 4: This Article shall sunset, becoming null and void in all regards, except for the purpose of enforcing the benefits conferred upon those who opted to retire during the years specified above.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties.

**POUGHKEEPSIE PUBLIC SCHOOLS  
OFFICE PERSONNEL ASSOCIATION,  
LOCAL 3180, AFSCME, AFL-CIO,  
COUNCIL 66**

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

Sharon L. Ruzic  
PRESIDENT

Joan Kingston Parks  
PRESIDENT

Shirley Koffman  
VICE-PRESIDENT

[Signature]  
SUPERINTENDENT OF SCHOOLS

William Mason  
COUNCIL 66, AFSCME AREA  
REPRESENTATIVE

[Signature]  
CLERK

*S.R.*

GRIEVANCE FORM

Grievance No. \_\_\_\_\_

Date: \_\_\_\_\_

Employee \_\_\_\_\_

Building or Location \_\_\_\_\_

Date Employed \_\_\_\_\_

NATURE OF GRIEVANCE

(Attach copy of answer given at Step 1 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.)

**DIFFERENTIALS**

Group 1	Receptionist Typist Health Office Attendance Even Start Community Sites
Group 2	Assistant Principal's Secretary Pre-Kindergarten Secretary Student Records Clerk Guidance Office Physical Education and Compensatory Education Director's Secretary Food Service Account Clerk (10 months)
Group 3	Principal Secretary/Support Student Services Media Center Assistant Superintendent Support
Group 4	Payroll Accounts Clerk Senior Accountant Clerk Health Benefits

Clerical Unit 2002-2003 Salary Schedule

<u>Step</u>	<u>Category 1</u> 2002/2003	<u>Category 2</u> 2002/2003	<u>Category 3</u> 2002/2003	<u>Category 4</u> 2002/2003
1	21,554	22,524	23,537	24,596
2	21,955	22,925	23,937	24,996
3	22,355	23,325	24,338	25,397
4	22,755	23,724	24,738	25,797
5	23,155	24,124	25,137	26,196
6	23,554	24,524	25,537	26,596
7	23,954	24,924	25,937	26,996
8	24,354	25,324	26,337	27,396
9	24,755	25,723	26,737	27,795
10	25,154	26,124	27,137	28,196
11	25,554	26,524	27,537	28,596
12	25,954	26,924	27,937	28,996
13	26,354	27,323	28,337	29,396
14	26,754	27,723	28,736	29,795
Long 15th	750	750		
Long 17th	1,250	2,000		
Long 22nd	600	2,600		
Long 32nd	600	3,200		
AS Degree	1,000			
BA Degree	2,000			

## APPENDIX D

Clerical Unit 2003-2004 Salary Schedule

<u>Step</u>	<u>Category 1</u> 2003/2004	<u>Category 2</u> 2003/2004	<u>Category 3</u> 2003/2004	<u>Category 4</u> 2003/2004
1	22,470	23,482	24,538	25,642
2	22,888	23,899	24,955	26,059
3	23,305	24,316	25,372	26,476
4	23,722	24,732	25,789	26,893
5	24,139	25,149	26,205	27,309
6	24,555	25,566	26,622	27,726
7	24,972	25,983	27,039	28,144
8	25,389	26,401	27,457	28,561
9	25,807	26,817	27,874	28,977
10	26,223	27,234	28,290	29,394
11	26,640	27,651	28,707	29,811
12	27,057	28,068	29,124	30,228
13	27,474	28,484	29,541	30,645
14	27,891	28,901	29,957	31,061
Long 15th	750	750		
Long 17th	1,250	2,000		
Long 22nd	600	2,600		
Long 32nd	600	3,200		
AS Degree	1,000			
BA Degree	2,000			

## APPENDIX E

Clerical Unit 2004-2005 Salary Schedule

<u>Step</u>	<u>Category 1</u> 2004/2005	<u>Category 2</u> 2004/2005	<u>Category 3</u> 2004/2005	<u>Category 4</u> 2004/2005
1	23,425	24,480	25,581	26,731
2	23,860	24,915	26,015	27,166
3	24,295	25,349	26,450	27,601
4	24,730	25,783	26,885	28,036
5	25,165	26,218	27,319	28,470
6	25,599	26,653	27,754	28,905
7	26,034	27,088	28,189	29,340
8	26,468	27,523	28,624	29,774
9	26,903	27,956	29,058	30,208
10	27,337	28,391	29,492	30,643
11	27,772	28,826	29,927	31,078
12	28,207	29,261	30,362	31,513
13	28,642	29,695	30,797	31,948
14	29,077	30,130	31,231	32,381
Long 15th	750	750		
Long 17th	1,250	2,000		
Long 22nd	600	2,600		
Long 32nd	600	3,200		
AS Degree	1,000			
BA Degree	2,000			