Contract Database Metadata Elements

Title: Pawling Central School District and Pawling Central School District Unit, CSEA Local 1000, AFSCME, AFL-CIO, Dutchess County Educational Local 867 (2009)

Employer Name: Pawling Central School District

Union: Pawling Central School District Unit, CSEA, AFSCME, AFL-CIO

Local: Dutchess County Educational Local 867, 1000

Effective Date: 07/01/09

Expiration Date: 06/30/11

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Unit Size: 134

Number of Pages: 44
AGREEMENT

by and between the

PAWLING CENTRAL
SCHOOL DISTRICT

and

CSEA, Local 1000 AFSCME,
AFL-CIO

CSEA

Pawling CSD Unit
Dutchess County Educational Local 867

July 1, 2009 - June 30, 2011
This Agreement made and entered into as of this 1st day of July, 2009, by and between the Pawling Central School District with offices in Pawling, New York, hereinafter referred to as the “Employer”,

and

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Pawling Central School District Unit, Dutchess County Educational Local 867, a membership corporation duly incorporated under the laws of the State of New York, with offices located in Pawling, New York, hereinafter referred to as the “Union”.

ARTICLE I
RECOGNITION AND DUES DEDUCTIONS

SECTION 1 - RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for all non-instructional employees, including teacher aides, junior accountants, cooks, groundskeepers and couriers, excluding the Business Manager, Supervisor of Transportation, the Director of Buildings and Grounds, and School Playground Monitors, for the purpose of collective negotiations for all terms and conditions of employment and administration of grievances for the term of this Agreement which shall be renewable at the end of this contract date, pursuant to terms and conditions of the Public Employees Fair Employment Act.

Substitutes who are hired for a fixed term of at least six (6) months shall be considered bargaining unit members upon employment. A substitute is one who is serving as a leave replacement.

SECTION 2 - DUES DEDUCTIONS

A. The Union shall have the exclusive right to payroll dues deductions.

B. The Employer will honor individual authorizations subject to paragraph “E” hereof, for the deduction of Union dues and such Union insurance premiums may be authorized by the employee’s fringe benefits of membership. The Union will certify to the Employer in writing, the current rate of its membership dues and any insurance premiums.

C. Deductions shall be made uniformly and consistently on each payday.

D. Funds thus collected shall be remitted to the Treasurer of the CSEA, Inc. 143 Washington Avenue, Albany, New York 12210 or its designated agent.

E. Deductions authorized by an employee shall continue unless such employee notifies the Employer of his/her desire to discontinue or change such authorization in writing.

F. The Union or its designated agent assumes responsibility for the disposition of such funds so deducted once they are remitted to the Union.

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G. In making deductions pursuant to this section, the Employer assumes no responsibility for the amount deducted or whether deductions for a particular employee were authorized. The Union shall hold the Employer harmless for damages and expenses resulting from these deductions.

H. The Employer will provide payroll savings and Credit Union deductions for all employees. In order to commence or terminate this option, the employee will give thirty (30) days written notice on a form provided by the Employer.

I. Upon the request of the Unit President or designee, on a semi-annual basis, the District agrees to provide a listing of all employees in the bargaining unit, showing the employee’s full name.

J. Whenever the Board establishes a new job title, which is subject to the Civil Service Law, the Association President shall be notified by being issued a copy of the minutes of the Board Meeting where such action was taken.

ARTICLE II
COMPENSATION

SECTION 1-TITLES

A list of titles and the respective salary grade for each title is annexed as Appendix “A”.

SECTION 2 - COMPENSATION IN EFFECT AS OF JULY 1, 2009

Year 1 = Effective July 1, 2009, the salary schedules in effect on June 30, 2009, shall be increased by 3.5% at each step.

Year 2 = Effective July 1, 2010, the salary schedules in effect on June 30, 2010, shall be increased by 3.5% at each step.

A. Employees at the 7th Step of the annualized schedule who do not realize a step move shall be provided an additional annual payment in a lump sum, of $350.00. Such lump sum payment will not become part of the employee’s base salary.

SECTION 3 - STEP MOVEMENT

A. New employees hired on or after January 1, shall not advance a step on July 1 following their initial date of hire. Instead, such new employees shall not advance a step on the salary schedule until the following July 1st. Step increments shall otherwise be granted to those employees who are eligible to advance a step annually on Appendix “B”.

- 2 -
B. Hourly paid employees will be compensated in accordance with Appendix "B".

1. For hourly rate employees, Step One covers through two years of service. Step Two covers the beginning of the third year through the fourth year of service. Step Three covers the beginning of the fifth year of employment through the sixth year of service. Step Four covers the beginning of the seventh year of employment through the eighth year of service. Step Five covers the beginning of the ninth year of employment through the tenth year of service. Step Six covers the beginning of the eleventh year through the twelfth year of service. Step Seven covers the beginning of the thirteenth year through the fourteenth year of service.

C. Notwithstanding the above, all cafeteria employees hired July 1, 1985 and thereafter shall be placed on the wage scale appended as Appendix "B". Effective July 1, 1994, eliminate Appendix "D" and place all food service workers hired after July 1, 1995 in accordance with Grade "A" in the salary schedule.

D. For school years 2009-2010 and 2010-2011 employees will not advance steps on the salary schedules (annualized and hourly). For the two years of the step placement freeze, employees will not earn any credit for future step movement but will earn credit for all other contract benefits (i.e., vacation leave, seniority, etc.).

SECTION 4 - PAY PERIODS

A. All employees shall be paid biweekly on the Friday following the last working day of the pay period. Night custodial staff shall be paid Thursday night instead of Friday.

B. Employees employed on a twelve (12) month annualized basis shall be paid at the computed daily rate for the number of days in the pay period.

C. Employees employed on a ten (10) month annualized basis shall be paid at the computed daily rate for the number of days in the pay period.

D. Employees employed on an hourly basis shall be paid for all hours worked (including approved leave time) during the applicable pay period.

E. When the payday, as currently established, falls within the weekend, holiday or vacation, the official day of payment shall be the day preceding such weekend, holiday or vacation, providing the payday is at least seven (7) calendar days after the previous pay day.

F. Twelve month Employees who have their pay annualized during any year in which there are 27 payroll periods instead of 26 shall have the option of taking their annual salary in 27 payroll periods for that year only.
SECTION 5 - LONGEVITY

A. Longevity shall be paid to annualized employees on the following schedule:

<table>
<thead>
<tr>
<th>Years</th>
<th>10 Month</th>
<th>12 Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>$625</td>
<td>$700</td>
</tr>
<tr>
<td>13</td>
<td>$950</td>
<td>$1,100</td>
</tr>
<tr>
<td>18</td>
<td>$1,275</td>
<td>$1,500</td>
</tr>
<tr>
<td>23</td>
<td>$1,600</td>
<td>$1,900</td>
</tr>
<tr>
<td>28</td>
<td>$2,000</td>
<td>$2,400</td>
</tr>
</tbody>
</table>

B. Hourly employees shall receive, upon completion of five (5) years of continuous service, a longevity payment equal to one week's wages. Such payment shall continue for each year after five (5) years of service.

Upon completion of ten (10) years of continuous service, a longevity payment equal to two week's wages. Such payment shall continue for each year after ten (10) years of service.

C. Longevity shall be paid to all employees as a lump sum in the payroll after the employee's anniversary date in a separate check.

SECTION 6 - INCREMENT MOVEMENT

A. All employees shall be entitled to review procedure and a hearing before the Board of Education at any time when an employee may be denied an increment. It is also understood that the employee shall have the right to be represented by the Union at any such hearing before the Board and the Administration.

B. Step Placement - When an employee is promoted to a higher salary grade (s)he shall be placed on the new grade at the nearest salary step that provides a salary increase of at least one step above the present placement.

SECTION 7 - ADDITIONAL COMPENSATION

A. OVERTIME PAY

1. The Employer shall pay time and one-half (1 1/2) the employee's regular rate of pay for all authorized hours worked in excess of 37.5 hours per week for clerical employees and 40 hours per week for all other employees. For this purpose, an unworked holiday shall be considered a day worked provided the employee is entitled to the holiday with pay under Article IV.

2. The Employer shall pay an employee entitled to holiday pay time and one-half (1 1/2) his/her regular rate of pay for all hours worked on the holiday in addition to the holiday pay.

3. All employees may be assigned, and are expected to assume overtime duties necessary to the overall operation of the School District. Insofar as possible, this overtime should be limited
to those employees who wish to work overtime and who would be registered in a roster with the administration of the school as having indicated an interest in working overtime.

4. All overtime duties shall be rotated between these employees, and it shall be equalized as nearly as possible.

5. Overtime will be paid for the two (2) week period ending the Friday before the checks are distributed.

6. Any employee called to work before or after his/her regularly scheduled work shift shall not have the shift shortened or altered so as to avoid the payment of overtime.

7. All bus drivers shall be paid at the rate of time and one-half (1 ½) for all hours worked on Sundays.

B. REPORTING PAY

All employees who report to work on a regularly scheduled work day, or who are called in for overtime outside of normal work days or hours, shall be guaranteed a minimum of two (2) hours pay at the appropriate rate of pay if the overtime is not contiguous with the normal work day or hours.

C. UNIFORMS

1. **Building Service Employees** - On or before November 30 one uniform winter jacket will be issued to each employee in alternating years with the issuance of one light-weight uniform jacket, occurring in the years in between. The District shall provide an un-receipted shoe allowance of $75.00 for all building service employees. Such payment shall be included in the first payroll of each school year.

2. **Cafeteria Employees** - The Employer will provide all full and part-time cafeteria employees with three (3) uniforms (pants and shirts) each school year by September 10th. The District shall provide an un-receipted shoe allowance of $75.00 for all cafeteria employees. Such payment shall be included in the first payroll of each school year.

3. **Uniform Dress Requirement** - All full and part-time Building Service employees and Cafeteria employees shall be required to wear their uniforms during all of their hours of work. The Employer will select all uniform components.

4. **Identification Tags** - All members in the bargaining unit may be required by the Employer to wear employee identification tags to indicate their employment status in the Pawling Central School District.
D. **BUS DRIVER MEAL ALLOWANCE**

Bus Drivers shall be paid a meal allowance of six ($6.00) dollars for each consecutive six (6) hour period worked in excess of their regularly scheduled hours. Bus Drivers shall be paid a reimbursement of up to $10.00 for meals for field trips to New York City.

E. **OUT-OF-TITLE WORK**

After one (1) day of performing assigned out-of-title work in a higher paid position, employees will be compensated at the higher rate, retroactive to the first day of assignment.

SECTION 8 - ACCUMULATED LEAVE

The Employer shall present to each hourly employee a record of that employee’s accumulated leave time computed in hours. Moreover, the Employer shall present to each annualized employee a record of that employee’s accumulated leave time computed in days. The Employer shall provide employees records of their accumulated leave time semiannually, in December and June of each school year.

**ARTICLE III**

**WORKDAY - WORKWEEK**

SECTION 1 - WORKWEEK

A. **REGULAR WORKWEEK**

The regular workweek for all employees (except as otherwise provided herein) shall not in any event be in excess of 40 hours per week consisting of five (5) consecutive work days; not in excess of eight (8) hours per day, Monday through Friday.

B. **OFFICE PERSONNEL**

The regular workweek for office personnel shall consist of 37 ½ hours per week, consisting of five (5) consecutive work days; seven and one-half (7 ½) hours per day, Monday through Friday. Clerical employees will be placed on summer work hours of 35 hours with no loss of pay from July 1 - August 31.

C. **NURSE**

The nurse's workday and workweek will correspond with the teacher workday and workweek.

D. **TIME RECORDING**

All employees shall personally record their arrival and departure from work each day including their lunch period. Bus drivers shall record their “sign out” time rounded off to the next quarter hour.
SECTION 2 - SNOW DAYS

A. TRANSPORTATION AND MAINTENANCE EMPLOYEES

Maintenance employees are required to work full-time on days that school is closed because of bad weather or other emergency conditions. Transportation employees will be placed on a voluntary list if they wish to work on snow days or days that school may be closed due to bad weather when snow removal is required. In the event a maintenance employee is delayed by snow or ice in reporting to work, the lost time may be made up by the employee at the end of the day or later as determined by the department head. (In the event an employee cannot get to work because of snow or road conditions, he/she may have the absence deducted from leave accruals.)

B. OFFICE EMPLOYEES

1. No School - On days when there is no school, hourly staff shall not report. Annualized office staff have up to two hours to report to work. Annualized office staff who cannot make it into work have the option of (a) using accrued vacation or personal leave or (b) making prior arrangements in writing with their supervisors to make up the work missed. These prior arrangements are subject to the approval of the Superintendent.

2. Delayed School Openings - When school is delayed, all clerical staff have up to two hours to report to work. In the event that an employee has to report to work beyond the scheduled school delay, the employee has the option of (a) using accrued vacation or personal leave or (b) making prior arrangements in writing with their supervisors to make up the work missed. These prior arrangements are subject to the approval of the Superintendent.

3. Early Dismissal

a. On days when there is an early dismissal from school because of inclement weather, at least one clerical employee from each school familiar with the Main Office functions shall remain in the Main Office until all the buses have completed their runs. A rotational roster shall be created at the beginning of the school year, containing the names of those employees having such familiarity of functions. Initial placement of names upon such roster shall be in the inverse order of seniority, and thereafter, such names shall be rotated from the top to the bottom of the list when such assignment has been completed. If an employee is not on duty at the time such assignment is required, his/her name shall remain at the top of the list, and the next employee on the list shall be designated. All other 10 and 12-month clerical employees shall be entitled to leave with teachers, providing there are no critical tasks that must be performed. Such absence shall be without loss of pay and not chargeable to time balances.

C. OTHER EMPLOYEES

The prevailing practice for cafeteria employees and employees hired on an hourly or daily rate basis shall continue in full force and effect.
SECTION 3 - SUPERINTENDENTS CONFERENCE DAYS OPEN HOUSE AND PARENT CONFERENCE NIGHTS

A. CAFETERIA WORKERS

Cafeteria workers will be required to work on Superintendent's Conference Days as part of their work at the discretion of the Superintendent and/or designee. Workers will be provided at least two weeks advance notice of their required attendance.

B. MONITORS, AIDES AND TRANSPORTATION WORKERS

Monitors, aides and transportation workers may be required to attend Superintendent's Conference Days at the discretion of the Superintendent and/or designee. If the monitors, aides or transportation workers are required to attend Superintendent's Conference Days, they will be compensated for their attendance, as appropriate and will be provided at least two weeks advance notice of their required attendance.

C. CLERICAL EMPLOYEES

Clerical employees may be required to work/attend evening open houses and parent-teacher conference nights at the discretion of the Building Principal and/or designee and will be compensated for their attendance, as appropriate. Employees will be provided at least two weeks advance notice of their required attendance.

ARTICLE IV
HOLIDAYS

SECTION 1 - HOLIDAYS WITH PAY

A. All employees (except substitutes) shall be entitled to the following paid holidays falling within their term of employment.

<table>
<thead>
<tr>
<th>Independence Day</th>
<th>Christmas Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Day</td>
<td>New Year's Eve</td>
</tr>
<tr>
<td>Columbus Day</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>Veterans Day</td>
<td>Martin Luther King's Birthday</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Good Friday</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Christmas Eve</td>
<td></td>
</tr>
</tbody>
</table>

B. Should any of the above holidays fall on Saturday or Sunday, employees shall be granted the preceding Friday or the following Monday off, with no loss of salary or charge to accumulated paid leave. If any of the above holidays fall on a non-working day, the Superintendent of Schools shall designate an alternate paid holiday.
C. Hourly paid bus drivers “term of employment” will begin on the date of the first organizational meeting or training session(s) prior to school opening that such employees are required to attend.

ARTICLE V
LEAVE COMPUTATIONS

All employees shall accrue, and be able to use, leave time in hourly units. The number of accrued hours shall be based on the number of hours in an employee’s normal workweek or day, whichever the contract makes reference to.

ARTICLE VI
VACATIONS

SECTION 1 - VACATIONS WITH PAY

A. All employees employed on a twelve (12) month basis shall be entitled to the following vacation with pay which will be credited to them on the first day of each fiscal year:

1. One (1) year to five (5) years of continuous service, the equivalent in hours of two (2) weeks vacation.

2. Upon completion of five (5) years of continuous service, the equivalent in hours to three (3) weeks vacation. Upon completion of the sixth (6th) year of service to the District, the equivalent in hours of one (1) vacation day per year will be added until the equivalent in hours of twenty (20) vacation days have been earned.

3. Newly hired employees shall be entitled to vacation leave on the July 1st following their initial date of hire by the District. If such employees have not worked a full work year by the July 1st following the date of hire, the vacation they are entitled to shall be prorated from the vacation schedule set forth in Article VI until such time as the employee has completed a full year of employment. Once the employee has completed a full year of employment, (s)he will be entitled to the full complement of vacation under Article VI, 1(A) (1).

B. Ten (10) month annualized custodial workers, bus drivers, senior stenographer’s are to receive the equivalent in hours of three-fourths (3/4) day per month vacation or the equivalent in hours of seven and one-half (7 ½) days pay on the last pay period in June.

C. ACCRUED VACATION

Accrued vacation may be carried forward from year to year to a limit of the equivalent in hours of two (2) weeks.

D. VACATION SCHEDULES

All vacations shall be scheduled, subject to the approval of the Superintendent of Schools.
SECTION 1 - SICK LEAVE

A. SICK LEAVE ENTITLEMENT

All employees shall be entitled to the equivalent in hours of one (1) day per month sick leave.

B. SICK LEAVE ACCUMULATION

Any of the allowed days not used during the year shall be accumulated to a maximum of 170 days. Such days shall be paid for on the basis of the number of hours in the employee's workday (i.e., 5 hour cafeteria employee would accumulate 170 five hour days). Employees who as of July 1, 1985 have more than 170 days of accumulation shall be allowed to use those days prior to utilizing the other 170 accumulated days.

Employees who retire or are laid off who have been employed continuously for more than five (5) years may elect to receive payment for their accumulated unused sick leave at the rate of 40% of their hourly rate. This option, if exercised, shall be in place of retirement rider designated 41J (Sick Leave Conversion).

C. DOCTOR'S CERTIFICATE

In case of illness lasting more than three (3) consecutive school days, the Employer may require a doctor's certificate.

Where sick leave abuse is suspected, the Employer may require a doctor's certificate at any time at the Employer's expense which shall not exceed $25.00. The doctor may be designated or approved by the Employer. Definition of suspected sick leave abuse: use inconsistent with random illness or use of more than six (6) days per semester or ten (10) days before April of any given school year.

Where the Employer has a reasonable basis to demand that an employee submit to a medical evaluation, the District shall pay for the entire cost of such evaluation and report.

For the purposes of this provision, the Employer shall mean the Board of Education or Superintendent of Schools.

D. VESTING

Sick leave shall be vested on the last day of the fiscal year in which earned. Employees may borrow against this sick leave during the fiscal year. In the event an employee terminates his/her service during the fiscal year, such employee shall be credited with borrowed sick leave, but not to exceed the pro-rated portion earned as of the date of termination.
E. ADDITIONAL SICK LEAVE

Additional sick leave without loss of pay may be granted by the Board of Education upon recommendation of the Superintendent of Schools.

F. SICK LEAVE BANK

The parties agree that the sick leave bank established in the 1988-1989 school year shall be continued with the following parameters:

1. All current CSEA members in good standing who have contributed at least two (2) days to the Sick Bank prior to the 1992-1993 school year shall be considered members of the Sick Bank for the 1992-1993 school year and in subsequent years that they are members of the CSEA in good standing and have not submitted a letter of resignation to the Sick Bank Committee. These days shall be non-returnable. All other contributions to the CSEA Sick Bank made by current CSEA members shall be credited to their individual accrued sick leave.

2. Participation in the Sick Bank shall be restricted to CSEA members who have contributed to the bank in the manner prescribed in #1 or elect to contribute in the manner prescribed in #3. CSEA members who are members of the Sick Bank may elect to resign from the bank by submitting a letter which so stipulates to the Sick Bank Committee.

3. Between September 1 and September 30 of each year subsequent to 1992-1993, members of the CSEA in good standing may elect to join the Sick Bank by signing a written waiver of two (2) days of his/her prior sick leave accumulation. These days shall be non-returnable.

4. In years subsequent to 1992-1993, the maximum accumulation of days in the Sick Bank shall be equal to three (3) times the current number of members of the Sick Bank. Sick Bank Committee members shall determine how many days continuing members of the Sick Bank shall contribute to maintain the necessary accumulation. Such contribution shall not exceed two (2) days in any one year.

5. Use of the Sick Bank is limited in use to one hundred (100) days per annum. Only participants may draw days from the Sick Bank up to thirty (30) days per annum. In an extraordinary case, the Sick Bank Committee may grant extra days by unanimous consent.

6. The bank shall be administered by a committee of four (4) CSEA members appointed by the CSEA. Ties shall be broken by a Board of Education member mutually selected by the Board of Education and CSEA. The Committee will consider requests involving extended illnesses or accidents only after the employee has first exhausted all personal, sick, and vacation leave days.

7. At the District's option and expense, medical evidence may be presented to the Sick Bank Committee prior to its determination of a grant of use of Sick Bank Days.
SECTION 2 - ILLNESS IN THE IMMEDIATE FAMILY - ANNUALIZED AND HOURLY EMPLOYEES

Two (2) days per year may be used by the employee as an emergency leave for a sudden, serious illness in the immediate family. Such leave shall be approved only upon a written application by the employee describing in detail the circumstances giving rise to the leave. To be entitled to such leave, the employee must call in advance of use which shall not be charged to employee's sick leave or personal leave.

SECTION 3 - BEREAVEMENT LEAVE

A. In the event of a death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay equivalent in hours of up to five (5) consecutive days.
B. Such leaves will not be charged against the employee's sick leave allocation.

SECTION 4 - FAMILY DEFINED

The term “family” shall be defined to mean father, mother, son, daughter, brother, sister, husband, wife, mother-in-law, father-in-law, grandmother, grandfather, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, granddaughter, grandson, and any member of the immediate household.

SECTION 5 - RELIGIOUS HOLIDAYS

A. Employees who observe the major recognized holidays of their faith on regular school days shall be permitted to be absent without loss of pay.
B. Such absence will not be charged against the employee's sick leave allocation.

SECTION 6 - ABSENCE TO ATTEND NON-PROFESSIONAL MEETINGS

When an employee is obligated by virtue of his/her office in a civic or fraternal organization to attend its convention, the Superintendent of Schools is authorized to grant leave with pay provided such absence will not cause undue hardship within the school system.

SECTION 7 - JURY DUTY

An employee called for jury duty should notify the Superintendent of Schools of this fact in writing.

Employees are expected to request that jury duty be scheduled to reduce conflict with regular school activities.

When an employee serves on a jury during regular school work days, the Employer will pay the employee his/her full pay, providing the employee returns jury monies for jury duty to the Employer, excluding any expense for mileage allowance.
SECTION 8 - PERSONAL BUSINESS LEAVE

The equivalent in hours of two days personal business leave shall be available to unit members each year. Up to one (1) day of unused personal business leave shall be carried over into the next school year, providing for a maximum of three (3) days. Such hours shall not be charged to sick leave and if unused, will be added to the employee’s accumulated sick leave.

In order to take such leave, the request must be submitted in writing to the Superintendent of Schools at least two (2) working days in advance of the requested day. It is understood that Personal Business Leave may be used solely to conduct business of a personal nature which cannot be managed on other than school time. In case of emergency, written notice may be waived.

Additional hours may be granted at the discretion of the Superintendent of Schools.

SECTION 9 - CHILD CARE LEAVE

1. Any unit member may take up to one (1) full year of unpaid child care leave for the birth of a child or a legal adoption of a child up to five (5) years of age. The leave may be terminated at any time with thirty (30) days prior notice, to the District. The District may require a doctor’s certificate.

2. No benefit shall accrue or apply during the time of leave and, in the case of probationary employees, leave time shall not be considered part of the probationary period. The employee may use allocated sick leave (when designated as a benefit) during the period of actual disability connected with her condition.

3. All premiums for health and any other insurance will be paid by the employee during the terms of such leave.

4. The District and the Union also agree to abide by the Family Medical Leave Act.

SECTION 10 - UNION CONVENTION

A maximum of the equivalent in hours of three (3) days shall be granted to a delegate or an alternate to attend the Union Convention without loss of pay. A written request must be made to the Superintendent of Schools at least two (2) weeks prior to the start of the convention.

SECTION 11 - CUSTODIAL SEMINAR

Custodians must attend a Custodial Seminar, if given time to do so, during the workweek.

SECTION 12 - USE OF FACILITIES

The Pawling Central School CSEA Unit will be given permission to use “a school facility” for their quarterly and special meetings. Night employees may attend such meetings providing they
satisfactorily complete their duties for that particular night. If time beyond normal working hours is required to complete said duties, there will be no overtime pay allowance.

**ARTICLE VIII**

**PENSION, HEALTH INSURANCE AND MEDICAL EXAMINATION**

**SECTION 1 - PENSION**

All full-time employees of the Pawling Central School District, CSEA Unit shall be members of the New York State Employees Retirement System and in compliance with Section 75-1 of the Retirement and Social Security Law*, shall be entitled to the full benefits of the improved non-contributory plan, effective July 1, 1968, retroactive to 1938, and death benefit section 60B as adopted by the Board of Education, April 14, 1969, and the retirement rider designated 41J (Sick Leave Conversion) effective July 1, 1975.

*Effective July 1, 1997, the Retirement Plan 75-G shall be changed to 75-I.

**Part-time employees will be able to opt out of the retirement plan pursuant to New York State Law.

**SECTION 2 - HOSPITALIZATION/HEALTH INSURANCE**

A. The Employer shall contribute one hundred percent (100%) of the cost of the health insurance plan for monthly individual premium costs and ninety-five percent (95%) of the cost of the health insurance plan for monthly family premium costs. Unit members may elect to have the five percent (5%) premium contribution for family coverage deducted from salary/wages under a Section 125 Internal Revenue Code Premium Only Plan (effective January 1, 1993).

All unit members hired on or after July 1, 1994 shall contribute 20% of the monthly premium cost of Individual or Family health insurance under the District’s plan and may participate in the SS125 I.R.C. Premium Only Plan. The District’s contribution shall be 80% of the monthly premium cost of Individual or Family health insurance under the District’s plan.

Unit members may elect to have premium contribution for individual or family coverage deducted from salary/wages under Section 125 of the Internal Revenue Code should the District decide to implement such a plan. If such a plan is implemented, the plan may be extended to provide for child care, elder care, etc. and may include an administrative charge to be negotiated between the District and the CSEA in a side bar agreement at that time.

B. The District shall have the option to change health insurance plans without further negotiations with the Association; provided that the new plan(s) shall be comparable to the Dutchess Alternate PPO Plan (DEHHC Alternate PPO Plan). The Medicare reimbursement is only applicable to Medicare Part B. The District shall also have the option to maintain insurance within the Dutchess Alternate PPO Plan or its successor plan(s). The Association shall be entitled to at least thirty (30) days notice of an intended change in plan so that it might give its input with respect to the comparability of such intended plan. If the parties disagree on the issue of comparability, that subject may be grieved by CSEA pursuant to Article XI herein (Grievance and Arbitration provision). Any change of health insurance shall not result in the impairment or
diminution of the minimum protection afforded to retirees under the Empire Plan in effect in August 1988.

C. Employees hired after August 1, 1985 who work twenty (20) or fewer hours per week shall not be entitled to health and dental insurance benefits.

SECTION 3 - HEALTH INSURANCE BUY-OUT OPTION

On or before June 1st of each school year, existing unit members shall inform the business administrator of their decisions to opt out of the District’s health insurance plan effective July 1st. In return for opting-out, the unit member shall receive a payment of $1,500.00.

To be entitled to the payment referenced above, the unit member must produce proof of health insurance coverage from another source at the time of application.

Re-entry shall be governed by the rules of the health insurance plan(s) provided for in this Agreement.

Re-entry shall be conditioned upon the unit member repaying on a pro-rated basis 1/12th of the buy-out amount for each month remaining in the school year in question.

SECTION 4 - INSURANCE PLANS COMPARABILITY

It is the policy of the Employer to provide equal benefits relative to group hospitalization, dental and life insurance, etc. plans to all employees of the Employer. If any other negotiating unit of the Employer improves its position on the share-cost plan of hospitalization, or adopts a dental plan or life insurance plan, etc., upon the union’s demand, negotiations shall be reopened regarding such improvement in position.

SECTION 5 - PHYSICAL EXAMINATION

Each employee shall have a physical examination upon employment and every three years thereafter. If the examination is conducted by the Employer designated physician, it will be at the expense of the Employer. If it is conducted by another physician, the employee shall pay the difference between the school physician’s fee and the personal physician’s fee. The findings shall be forwarded to the Superintendent of Schools by the examining physician on forms prescribed to the Superintendent of Schools.

SECTION 6 - DENTAL PLAN

Effective July 1, 2009 the District shall contribute up to $625 per year towards the premium of the CSEA Employee Benefit Fund for purposes of providing family dental coverage under the Sunrise Dental Plan. Effective July 1, 2010, the District shall contribute up to $650 per year.
ARTICLE IX
EMPLOYEE HEALTH CONCERNS

A. Transportation department employees will be subject to drug and alcohol testing pursuant to the State and Federal rules and regulations pertaining thereto.

B. If abuse is verified via a two-test process, the employee will be placed on administrative leave without pay from work and granted a leave of absence of up to two (2) months, time for which accumulated leave credits may be used, for the purpose of rehabilitative efforts.

C. The District agrees to use reputable laboratory facilities selected following input from the Association and to preserve the chain of evidence in the testing process.

D. Upon successful completion of the rehabilitative efforts, the employee shall be returned to his/her position, but will be subject to testing as follows: upon completion of said rehabilitative efforts and at the District’s option, after one (1) month, three (3) months and six (6) months.

E. The employee’s personnel file will indicate the fact that drug or alcohol abuse was found and the rehabilitative efforts taken. Such reference shall be removed from the personnel file eighteen (18) months after the first positive test results are received and if no further positive tests occur in the intervening period.

F. This provision shall apply only with respect to transportation department employees. The District reserves its rights, in accordance with law, to supervise other employees with respect to drug and alcohol matters. In the event that the law allows for the random testing of school transportation department employees, notwithstanding any reference above to the contrary, the District shall be allowed to conduct such random testing.

G. All testing procedures and results shall be held in confidence and not revealed to other than the employee, his/her supervisor, the Superintendent of Schools or designee and the Board of Education. The Association President shall also be notified upon the written request of the employee.

ARTICLE X
OTHER TERMS AND CONDITIONS OF EMPLOYMENT

SECTION 1 - BUS ROUTES

At the beginning of each school year, bus run packages will be posted and may be bid on by drivers. Seniority will be strongly considered in the assignment of runs. New runs which arise after the run packages have been determined may be added to existing run packages, where practicable, to assure the efficiency of the transportation system.

Should discipline or safety become a problem, the District retains the right to reassign drivers in order to solve the problem. Drivers’ valid requests for reassignment of runs during the year will be honored if possible.
A joint committee comprised of three (3) bus drivers chosen by the CSEA, the Supervisor of Transportation and the Chief Business Administrator to make recommendations to the Superintendent of Schools regarding bus run packages prior to posting the same. The committee shall consider as a factor, minimizing short-term unpaid for interruptions in the working hours of their workday.

SECTION 2 - BUS DRIVERS

Only employees specifically hired as bus drivers shall transport pupils in District vehicles, except in emergencies as otherwise set forth in the Commissioner’s regulations or Section 19A of the New York State Vehicle and Traffic Law.

SECTION 3 - BUS DRIVER HOURS

The District agrees not to reduce an employee’s daily run (pay) unless there is a change in the run of at least five (5) consecutive workdays, which results in more than fifteen (15) minutes reduction per day of driving time. If the change in the run is less than five (5) days, drivers will be assigned other duties to perform. If the change in the run is more than five (5) days, drivers may be provided the option to make the time up by taking on other duties during that time. The Transportation Supervisor or designee will decide whether there are additional duties/work that the driver can be assigned when the change in the run exceeds five (5) days. Such duties may include cleaning buses, repairing seats and seat belts or working as a monitor, or other such work which is agreeable between the parties.

The District shall advise the drivers of any calendar variations for other districts, or schools which may result in a shortened work year, prior to bidding or as soon as practicable following the District’s receipt of such information about the schedule/calendar change.

SECTION 4 - MEDICAL EXAM REPORTS

An employee who receives conflicting medical exam reports from the school doctor and his/her personal physician shall participate in the selection of the deciding physician as provided in Section 19A of the New York State Vehicle and Traffic Law.

SECTION 5 - DRIVER RETESTING

An employee who does not pass those testing procedures which allow for retesting under Section 19A of the New York State Vehicle and Traffic Law and Section 3 of this Article, shall have the job position held open pending retesting procedures provided for in Section 19A. Upon successful passing of this testing procedure, the employee shall be reinstated to his/her position without loss of seniority or benefits.

SECTION 6 - MECHANIC’S TOOLS

The District shall provide the full-time bus mechanics with a $1,000.00 annual tool allowance and part-time bus mechanics with a pro-rated tool allowance to be paid upon presentation of paid
sales slips indicating the purchase of his/her tools or insurance on his/her tools to be used in the repair of the District buses.

SECTION 7 - EXTRA-CURRICULAR ACTIVITIES

A regularly employed operations and maintenance department employee shall be present whenever a school building is being used for an extra-curricular activity by a student group or by an outside group.

SECTION 8 - BUS SAFETY CHECK

The workday for all bus drivers shall include a paid half-hour period prior to starting the first run of the day during which each bus driver shall check his/her bus for safe operation of all equipment.

SECTION 9 - NEW YORK CITY RUNS

Bus drivers shall receive extra compensation of $75.00 for driving New York City runs.

SECTION 10 - REPRODUCTION OF AGREEMENT

The Employer shall reproduce and distribute copies of the Agreement at no cost to the Unit or Unit Employees.

SECTION 11 - CLERICAL SUBSTITUTES

The Employer shall make every effort to seek the service of qualified substitutes for clerical employees in the event of planned absences.

SECTION 12 - CAFETERIA SUBSTITUTES

The Employer shall make reasonable efforts to provide substitutes in the Cafeteria service.

SECTION 13 - NOONTIME KINDERGARTEN RUN

Bus drivers will be guaranteed a minimum of two (2) hours pay for noontime kindergarten runs.

SECTION 14 - PROFESSIONAL SEMINARS AND CONFERENCES

Upon approval by the Superintendent, an employee shall be paid normal compensation for days of attendance at professional work-related seminars, classes and conferences. The District shall also reimburse the employee for any registration fees or travel costs related to attendance. The employee shall not be charged leave time for such approved attendance.

SECTION 15 - SPECIAL CAFETERIA FUNCTIONS
SECTION 16 - TRANSPORTATION CONTRACTS

The District may enter into contracts with transportation vendors to provide services for low incident out-of-district special education runs to destinations other than the Dutchess BOCES without the requirement of negotiating the decision to do so, nor the impact or effects upon the Association or its members. This provision will be utilized until the District can arrange to hire the necessary drivers or have available vehicles to cover such runs. Moreover, this provision and the rights of the District under this provision shall continue for the remainder of a given school year and through successful passage of the next year’s school budget, provided that the use of such outside vendors does not result in any layoff of or reduction in force to current unit positions. Prior to using a transportation vendor, the District will take reasonable steps to use District drivers and existing transportation equipment.

SECTION 17 - SPECIALIZED TRAINING

Recognizing that there may be students with special needs who may require specialized assistance above and beyond those of students not similarly situated, and that bargaining unit employees may be requested to provide such assistance to those students, upon written request of the employee, the District shall arrange training at no cost to the employee, in those areas of need for the student(s) whom the employer is expected to provide assistance to. Training shall be provided during the school year, during conference days, or half-day dismissals or school recess periods; (i.e.), during such time that school is not in session. An employee attending such training shall be considered in pay status, and where travel is involved, such employee shall be reimbursed at the current IRS rate for actual mileage to and from training location.

SECTION 18 - POSTING OF JOB VACANCIES

In the event there is a vacancy in a new or existing job title, the District shall post the vacancy on all union bulletin boards in each school for a period of seven (7) calendar days prior to hiring applicants, unless an emergency situation exists. From among the employees who apply, the District shall select those to be interviewed, consistent with applicable laws and regulations. In consideration of employees for transfer or reassignment to a job vacancy, seniority shall be a factor, where there is no distinction between employees with respect to factors relevant to the ability of the employees to perform the required duties and responsibilities. An employee who applies for a job vacancy in accordance with the provision of this section but is not selected to fill the vacancy, shall be notified in writing of non-selection. If the employee was interviewed, upon request, such employee shall be entitled to a meeting to discuss the reasons for non-selection. Job vacancy announcements, which are posted pursuant to the provision of this Article, shall be sent to the CSEA Unit President at the time they are posted. Each employee shall upon promotion or appointment and thereafter upon request be given a copy of his/her job description/specification. The Association recognizes that the District has the right to amend job descriptions/specifications as it deems appropriate, consistent with Civil Service Rules and Regulations. Work assignments shall be in accordance with that job description/specification.
ARTICLE XI
RECIROCAL RIGHTS

SECTION 1 - ADMINISTRATION RIGHTS

A. RIGHT OF REPRESENTATION

The Employer recognizes the right of the employees to designate representatives of the Union to appear on their behalf to adjust salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit employees during working hours.

B. GRIEVANCE TIME

Employees who are designated or elected, having as their purpose the adjustment of grievances or assisting in the administration of this Agreement, shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations. Subject to the approval of the Department Head or his/her designee in his/her absence such employee representatives shall also be permitted to appear at hearings before the Board of Education upon request of the employee(s). It shall be understood that these obligations have as their purpose, maintenance of harmonious and cooperative relations between the Employer, the Union and the employees, and the uninterrupted operation of the school.

C. BULLETIN BOARDS

The Union shall have the right to post notices and other 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 President of the Board of Education or his/her designee.

D. Each September the District shall furnish to the CSEA a list of names, home addresses, job titles, membership status, insurance deductions and dates of hire for each unit member.

SECTION 2 - PROMOTIONAL OPPORTUNITIES

Notices of promotional opportunities and vacancies shall be posted conspicuously in the District in ample time for employees to take any desired action. In the filling of such an opening, seniority shall be a significant factor.

SECTION 3 - NON-DISCRIMINATION

The Employer and the Union shall administer their obligations under this contract in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color or marital status.

SECTION 4 - EMPLOYEE-EMPLOYER RELATIONSHIP
A. **LINES OF AUTHORITY**

All employees shall be subject to the lines of authority as established in the School District Table of Organization.

B. **SCHOOL EMPLOYEE MEETINGS**

All employees shall be required to attend all staff meetings, approved In-Service Training Sessions and other meetings designated by the Administration as necessary, relevant and pertinent to the overall operation of the Pawling Central School District.

C. **PERSONNEL FILES**

Employees shall be allowed access to their personnel files upon one day written notice to the Superintendent of Schools. Only confidential pre-employment material may be withheld from the file by the Superintendent of Schools. A copy of any material inserted in an employee's personnel file shall be sent to the employee. Each such insertion shall have a statement for the employee to sign to the effect that he has read the material inserted and agrees, disagrees, or has no comment to make.

**SECTION 5 - UNION-EMPLOYER RELATIONSHIP**

A. The Union agrees to encourage and promote all personnel to comply with the general regulations and written policy of the Board of Education and the Administration.

B. **LABOR-MANAGEMENT COMMITTEE**

A Labor-Management Committee shall be comprised of representatives of both parties. Said committee shall meet two (2) times annually and additionally either party shall have the right to call an emergency meeting.

It shall be the purpose of this committee to discuss any and all problems that may arise.

C. The CSEA shall provide the Superintendent of Schools with a list of its officers, shop stewards, labor management committee representatives, grievance representatives and other representatives or agents.

**SECTION 6 - LAYOFF AND RECALL FOR NON-COMPETITIVE CLASS AND LABOR CLASS EMPLOYEES**

Seniority in title shall be the controlling factor in the scheduling of layoffs and recalls. Layoffs shall take place in inverse order of seniority in title, and recalls in order of seniority in title. In the event of a layoff, all full-time employees shall have more seniority than part-time employees in title. Existing equivalent part-time positions shall be offered to full-time employees whose positions have been abolished. The District shall offer all newly created positions to qualified, laid off employees before offering the positions to persons who are not on layoff. The employee must respond within ten (10) days of the mailing of a recall notice, by certified mail, return
receipt requested, or else be deemed to have waived recall rights to such position and be removed from the recall list for that position. Recall rights shall be limited to two years from the date of a layoff. Layoff and recall for competitive class employees shall be governed by Civil Service Law.

SECTION 7 - DISCIPLINARY ACTION - TERMINATION

All labor and non-competitive class employees hired prior to July 1, 1998 shall be covered by Section 75 of the Civil Service Law after six (6) months employment with the District. All labor and non-competitive class employees hired on or after July 1, 1998 shall be covered by Section 75 of the Civil Service Law after eighteen (18) months of employment with the District. All unit members shall be subject to termination without the convening of a Section 75, Civil Service Law Hearing, prior to completing the aforementioned terms of employment.

SECTION 8 - CHANGE IN SHIFT

The District shall provide reasonable notice, where practicable, to employees who are given a shift change; however, in no event shall such notice be less than one week, absent an emergency.

SECTION 9 - EMPLOYEE EVALUATIONS

An annual evaluation of all non-instructional personnel shall be made by the immediate supervisor. The evaluator shall discuss the evaluation with the employee. The evaluation shall be signed by both the evaluator and the employee to indicate that the contents of the report have been discussed. The employee’s signature on the evaluation does not indicate agreement or disagreement with the evaluation. The employee shall have a right to attach a written response to the evaluation. These evaluations shall become a permanent part of the employees personnel file.

ARTICLE XII

DISPUTE AND GRIEVANCE PROCEDURES

SECTION 1 - GRIEVANCE PROCEDURE

Any grievance concerning the interpretation or application of the terms of this Agreement, shall be processed in accordance with the procedures as annexed in Appendix “C”.

SECTION 2 - DISPUTE PROCEDURE

The dispute procedure for the processing of grievances, other than interpretation or application of the terms of this Agreement, shall be processed in accordance with the procedure as annexed in Appendix “D”.

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ARTICLE XIII
CONFORMITY WITH LAW AND PRACTICE

SECTION 1 - PAST PRACTICE

Any rights, privileges or benefits already accorded to the employees of the Pawling Central School District not modified by this Agreement, shall not be rescinded.

SECTION 2 - APPLICABLE LAW

This Agreement is a result of negotiations conducted, pursuant to the New York State Civil Service Law, Section 14, Public Employees Fair Employment Act, and it is recognized that the terms of this Agreement may not conflict with the rules and regulations of the Commissioner of Education and all statutory provisions of the State Laws consistent with the functioning and administration of the Pawling Central School District.

SECTION 3 - PROHIBITION AGAINST STRIKES

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in such strike, or to impose obligation on its members to conduct, assist or participate in such strike.

SECTION 4 - MANDATED PROVISION OF THE LAW

Notice, as provided by Section 204-A of the Civil Service Law as amended:

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

This Agreement shall become effective as of July 1, 2009 and terminate at the close of business on June 30, 2011 and thereafter to the close of business on June 30 each year, unless either party gives notice in writing, to the other party on or about January 1 prior to the termination of this Agreement, of its desire to terminate or modify the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized officers of the respective parties on the 16th day of June 2009.

PAWLING CENTRAL SCHOOL DISTRICT

BY: [Signature]
Superintendent of Schools

THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC., LOCAL
1000, AFSCME, AFL-CIO,
PAWLING CENTRAL SCHOOL
DISTRICT UNIT, DUTCHESS
COUNTY EDUCATIONAL LOCAL 867

BY: [Signature]
Unit President
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*The salary base for all annualized cafeteria employees shall be one hundred eighty (180) days.

a. Based on clerical day of 7 1/2 hours.
## 2010-2011 Salary Schedule

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### Custodial Worker

<table>
<thead>
<tr>
<th>Grade</th>
<th>Increment</th>
<th>Salary</th>
<th>Salary Increase</th>
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<tbody>
<tr>
<td>1A</td>
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<td>1C</td>
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### RN, Sr. Steno, Sr. Acct. Clk.

<table>
<thead>
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<tr>
<td>2A</td>
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<tr>
<td>2B</td>
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<td>2C</td>
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### Head Bus Driver, Main. Mech.

<table>
<thead>
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<tr>
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<td>1C</td>
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<tr>
<td>1D</td>
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<td>61853.86</td>
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### Microcomputer Tech.

<table>
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<th>Salary Increase</th>
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<tbody>
<tr>
<td>1A</td>
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### Head Auto Mech.

<table>
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<th>Salary Increase</th>
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<tr>
<td>1A</td>
<td>1364.50</td>
<td>55911.10</td>
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*The salary base for all annualized cafeteria employees shall be one hundred eighty (180) days.*

a. Based on clerical day of 7 1/2 hours.
## Hourly CSEA Workers

### 2009 - 2010 School Year

<table>
<thead>
<tr>
<th>Hourly Rates</th>
<th>Grade</th>
<th>Step 1 0-2 Years</th>
<th>Step 2 3-4 Years</th>
<th>Step 3 5-6 Years</th>
<th>Step 4 7-8 Years</th>
<th>Step 5 9-10 Years</th>
<th>Step 6 11-12 Years</th>
<th>Step 7 13-14 Years</th>
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</thead>
<tbody>
<tr>
<td>FdServ., Cleaner, Courier</td>
<td>A</td>
<td>12.92</td>
<td>13.05</td>
<td>13.20</td>
<td>13.34</td>
<td>13.49</td>
<td>13.63</td>
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<tr>
<td>Custodial Worker</td>
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<td>17.56</td>
<td>17.76</td>
<td>17.94</td>
<td>18.13</td>
<td>18.32</td>
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<tr>
<td>Bus Driver</td>
<td>C</td>
<td>20.41</td>
<td>20.64</td>
<td>20.87</td>
<td>21.09</td>
<td>21.32</td>
<td>21.55</td>
<td>21.77</td>
</tr>
<tr>
<td>Library Clerk, Typist</td>
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<td>15.61</td>
<td>15.77</td>
<td>15.95</td>
<td>16.13</td>
<td>16.30</td>
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<tr>
<td>Teacher Aide</td>
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<td>11.27</td>
<td>11.40</td>
<td>11.52</td>
<td>11.65</td>
<td>11.78</td>
<td>11.90</td>
<td>12.03</td>
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<tr>
<td>School Monitor</td>
<td>F</td>
<td>10.63</td>
<td>10.74</td>
<td>10.87</td>
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<td>11.11</td>
<td>11.22</td>
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Substitute Teacher Caller

### 2010 - 2011 School Year

<table>
<thead>
<tr>
<th>Hourly Rates</th>
<th>Grade</th>
<th>Step 1 0-2 Years</th>
<th>Step 2 3-4 Years</th>
<th>Step 3 5-6 Years</th>
<th>Step 4 7-8 Years</th>
<th>Step 5 9-10 Years</th>
<th>Step 6 11-12 Years</th>
<th>Step 7 13-14 Years</th>
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</thead>
<tbody>
<tr>
<td>Custodial Worker</td>
<td>B</td>
<td>17.98</td>
<td>18.18</td>
<td>18.38</td>
<td>18.56</td>
<td>18.77</td>
<td>18.96</td>
<td>19.16</td>
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<tr>
<td>Bus Driver</td>
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<td>21.36</td>
<td>21.60</td>
<td>21.83</td>
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<td>22.30</td>
<td>22.52</td>
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<tr>
<td>Library Clerk, Typist</td>
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<td>16.15</td>
<td>16.33</td>
<td>16.51</td>
<td>16.69</td>
<td>16.87</td>
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<td>Teacher Aide</td>
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<td>11.67</td>
<td>11.79</td>
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<td>School Monitor</td>
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<td>11.25</td>
<td>11.37</td>
<td>11.49</td>
<td>11.61</td>
<td>11.74</td>
</tr>
</tbody>
</table>

Substitute Teacher Caller

### Salary Increase

- 2009 - 2010 School Year: 3.50%
- 2010 - 2011 School Year: 3.50%

### Annual Salaries

- 2009 - 2010: $5,557.47
- 2010 - 2011: $5,751.99
APPENDIX “D”
DISPUTE PROCEDURE

In order to establish a more harmonious relationship between School District employees, administrators and members of the Board of Education which will enhance the educational program of the Pawling Central School District, it is hereby declared to be the purpose of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to ensure equitable and proper treatment of all employees pursuant to established rules, regulations and policies of the District.

DEFINITION

The term “dispute” is defined to mean “any claimed violation, misinterpretation or inequitable application of the existing laws, rules, procedure, regulations, administrative orders or work rules which relate to or involve employee health or safety, physical facilities, material or equipment furnished to employees or supervision of employees other than grievances which are applicable under Grievance Procedure’ per Section I, Appendix C of the Article.” It does not apply to the following:

a. Questions involving the employees’ rate of compensation.
b. Questions about retirement benefits.
c. Questions relating to disciplinary proceedings.
d. Any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

PROCEDURE

STAGE 1

The employee shall orally and informally discuss the dispute with his immediate supervisor designated in Policy II(B)(1)(a) Organizational Chart.

STAGE 2

If the dispute is not resolved by the immediate supervisor on the basis of Stage 1 within a period of seven (7) days, the employee may request in a written statement a review of the determination of his immediate supervisor by the Superintendent of Schools. An informal hearing will be held within five (5) days after receipt of the aggrieved employee’s statement. At this hearing, a written statement of the Stage 1 proceedings shall be presented by the immediate supervisor involved. The aggrieved employee and his representative may appear at the hearing and present oral and/or written statements. The final determination shall be made by the Superintendent of Schools in writing within a period of three (3) days. In the event that the immediate supervisor involved in Stage 1 is the Superintendent of Schools, Stage 2 shall be superseded by Stage 3.

STAGE 3

The final determination of the Superintendent of Schools may be appealed to the Board of Education, through the Clerk of the Board, by the aggrieved employee in a written statement...
within fourteen (14) days of the final determination by the Superintendent of Schools. Within seven (7) days of the receipt of an appeal, the Superintendent of Schools shall file with the Clerk of the Board a written statement of his participation in the dispute from Stage 2. A hearing shall be held by the Board of Education in executive session on the evening of the next regular Board meeting at which the aggrieved employee and his representative may be present. The findings of the Board of Education shall be submitted in writing to all parties involved within five (5) days of the completion of the hearing.

TIME LIMIT

Unless a dispute is initiated within 30 calendar days after the occurrence of the act which is the basis of a dispute, it shall be deemed waived and shall not be entertained. If a decision of one stage is not appealed to the next stage of the procedure within the time specified, the dispute shall be deemed to be discontinued and further appeal under this agreement shall be barred. If a decision is not made within the time specified, it shall automatically go to the next stage.