



**Cornell University**  
**ILR School**

### **NYS PERB Contract Collection – Metadata Header**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Pelham Union Free School District and Pelham Union Free School District Non-Instructional Employees Unit, CSEA Local 1000, AFSCME, AFL-CIO, Westchester County Local 860 (2008)**

Employer Name: **Pelham Union Free School District**

Union: **Pelham Union Free School District Non-Instructional Employees Unit, CSEA, AFSCME, AFL-CIO**

Local: **Westchester County Local 860, 1000**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

PERB ID Number: **5916**

Unit Size: **47**

Number of Pages: **34**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

WC/5916

# AGREEMENT

by and between the  
**BOARD OF EDUCATION**

of the  
**PELHAM UNION FREE  
SCHOOL DISTRICT**

and  
**CSEA, Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
JAN 12 2010  
**ADMINISTRATION**



Pelham UFSD Non-Instructional Employees Unit  
Westchester County Local 860

**July 1, 2008 - June 30, 2011**

47



# Table of Contents

PREAMBLE.....	1
ARTICLE I.....	1
SECTION 1 - RECOGNITION .....	1
SECTION 2 - NEGOTIATION PROCEDURES .....	1
ARTICLE II.....	2
SECTION 1 - DUES AND CREDIT UNION DEDUCTIONS.....	2
SECTION 2 - RESPONSIBILITY FOR DISPOSITION OF FUNDS .....	3
ARTICLE III – ORGANIZATION OF THE BARGAINING UNIT.....	3
ARTICLE IV – BOARD – ASSOCIATION RELATIONSHIPS.....	3
SECTION 1 - MUTUAL OBLIGATION.....	3
SECTION 2 - BOARD OBLIGATIONS.....	3
SECTION 3 - ASSOCIATION OBLIGATIONS .....	4
SECTION 4 - BOARD RIGHTS.....	4
SECTION 5 - ASSOCIATION RIGHTS.....	4
ARTICLE V – PREVIOUS PRACTICES.....	5
ARTICLE VI – SENIORITY .....	5
SECTION 1 - DEFINITION.....	5
SECTION 2 - APPLICATION.....	5
ARTICLE VII – WORK YEAR AND CONDITIONS.....	5
SECTION 1 - WORK YEAR (CLERICAL).....	5
SECTION 2 - WORKDAY (CLERICAL).....	5
SECTION 3 - WORK YEAR (TEACHING ASSISTANTS, TEACHER AIDES, NURSES AND AUDIO VISUAL SPECIALISTS).....	6
SECTION 4 - SNOW DAYS.....	6
SECTION 5 - CALLING OF SUBSTITUTES .....	6
SECTION 6 - EVALUATION.....	6
SECTION 7 - AFTER SCHOOL WORKSHOPS.....	7
SECTION 8 - LABOR MANAGEMENT .....	7
SECTION 9 - DISTRICT CALENDAR .....	7
SECTION 10 - ADMINISTRATIVE LEAVE FOR UNION BUSINESS.....	7
SECTION 11 - TUITION REIMBURSEMENT.....	7

ARTICLE VIII – SALARY SCHEDULE AND ADVANCEMENT .....	8
SECTION 1 - SALARY SCHEDULES .....	8
SECTION 2 - ADVANCEMENT ON SCHEDULE .....	8
SECTION 3 - RECLASSIFICATION .....	8
SECTION 4 - OVERTIME/COMPENSATION TIME .....	9
ARTICLE IX – RETIREMENT PLAN .....	9
SECTION 1 -NON-CONTRIBUTORY PROGRAM .....	9
SECTION 2 - ADDITIONAL COMPENSATION UPON DECLARATION OF RETIREMENT ...	9
SECTION 3 - SECTION 41J - SECTION 60B.....	10
ARTICLE X – EFFECT OF THIS AGREEMENT.....	10
SECTION 1 - AMENDMENT .....	10
SECTION 2 - EMPLOYEE BENEFITS.....	10
ARTICLE XI – COMPATIBILITY WITH LAW .....	10
SECTION 1 - PRIORITY OF LAW .....	10
SECTION 2 - SAVINGS CLAUSE.....	11
SECTION 3 - MANDATORY PROVISION .....	11
ARTICLE XII – GRIEVANCE PROCEDURE .....	11
A. DECLARATION OF PURPOSE.....	11
B. DEFINITIONS USED IN GRIEVANCE PROCEDURE.....	11
C. PROCEDURES.....	12
D. TIME LIMITS .....	13
E. STAGE 1: BUILDING PRINCIPAL .....	13
F. STAGE 2: SUPERINTENDENT .....	14
G. STAGE 3: BOARD OF EDUCATION.....	14
H. STAGE 4: ARBITRATION.....	15
ARTICLE XIII – DURATION OF AGREEMENT .....	15
SECTION 1 - TERM OF AGREEMENT.....	15
SECTION 2 - NOTIFICATION DATE.....	16
ARTICLE XIV – EMPLOYEE BENEFITS – LEAVES OF ABSENCE.....	16
SECTION 1. -- SICK LEAVE.....	16
SECTION 2. -- LONG TERM ILLNESS OR DISABILITY .....	16
SECTION 3. -- ABSENCE FOR PERSONAL BUSINESS .....	16
SECTION 4. -- BEREAVEMENT LEAVE .....	16

SECTION 5. -- DEFINITION OF "IMMEDIATE FAMILY" ..... 17

SECTION 6. -- OBSERVANCE OF RELIGIOUS HOLY DAYS..... 17

SECTION 7. -- LEAVE OF ABSENCE..... 17

SECTION 8. -- BENEFIT FUND ..... 17

    A. DENTAL PLAN..... 17

    B. OPTICAL PLAN..... 17

SECTION 9. -- HEALTH INSURANCE..... 18

SECTION 10. -- OUT OF TITLE..... 19

SECTION 11. - SICK LEAVE RESERVE ..... 20

SECTION 12..... 20

SALARY SCHEDULES.....22



## **PREAMBLE**

In order to effectuate the provisions of Article CC of the Civil Service Law of New York (The Public Employees' Fair Employment Act), to encourage and increase harmonious working relationships among the Pelham Union Free School District, Board of Education, Town of Pelham, New York, hereinafter referred to as the "Board" and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Pelham Non-Instructional Clerical, Teaching Assistant/Teacher Aide, Nurse, and Audio Visual Specialist employees Unit, hereinafter referred to as the "Association", and to enable the Clerical, Teaching Assistant/Teacher Aide, Nurse, and Audio Visual Specialist personnel to participate in and contribute to the development of policy for the School District, this agreement between the Board and the Association has been mutually drawn up and agreed upon.

## **ARTICLE I**

### **SECTION 1 - RECOGNITION**

The Board of Education, Pelham Union Free School District, of the Town of Pelham, New York in compliance with Article 14 of the Civil Service Law, having determined that the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Westchester Local 860, by the Pelham Non-Instructional Clerical, Teaching Assistant/Teacher Aide, Nurse, and Audio Visual Specialist School Unit has been designated by a majority of the Clerical, Teaching Assistant/Teacher Aide, Nurse, and Audio Visual Specialist employees, and having affirmation from said unit that it will comply with the no-strike requirement, Section 207-3b, hereby recognizes the said Unit of the Westchester Local 860 of the Civil Service Employees' Association Inc., as the exclusive negotiating agent for all Clerical, Teaching Assistant/Teacher Aide, Nurse, and Audio Visual Specialist employees other than those determined by PERB to be confidential for the purposes of negotiating terms and conditions of employment, and of administering grievances arising thereunder, for the maximum period of time allowed under Section 208-c of Article 14 of the Civil Service Law.

### **SECTION 2 - NEGOTIATION PROCEDURES**

- A. The Board and the Association shall enter into good faith negotiations over a successor agreement for the following school year no later than February 15 of each year.
- B. Negotiations shall be conducted by a team not to exceed five members for the Board and a team not to exceed five members for the Association. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. Each party shall, within reason, make available records, data and information in its possession which may be pertinent to a topic under negotiation.
- C. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the Board and the Association.



D. An impasse in negotiations shall occur if the parties concur that they are at an impasse, or, if they have failed to reach agreements on topics of negotiations, upon either party declaring an impasse at any time less than 60 days prior to the Annual Meeting date. A written statement of the nature of the impasse as the parties view it shall be exchanged within one week between the Board of Education and the Board of Directors of the Association. Within one week after such exchange, a final negotiating session shall be held to attempt to reconcile differences with such participation as either Board shall deem desirable. If the impasse persists, either party may request the appropriate Public Employment Relations Board to assist the parties to reach an agreement. Such mediation and fact-finding shall be governed by the provisions of Section 209 of the Civil Service Law. The conclusions and recommendations of the appropriate Public Employment Relations Board shall be advisory only, and shall not be binding on either the Board or the Association.

E. Negotiation meetings between the two parties shall be held at a mutually agreeable time. If a negotiation meeting involving the two parties should need to be held during normal working hours, Association members directly engaged in negotiations shall be released from their normal duties, without loss of pay, not earlier than fifteen minutes prior to the beginning of the meeting.

## **ARTICLE II**

### **SECTION 1 - DUES AND CREDIT UNION DEDUCTIONS**

A. The Board agrees to deduct from the salary of all employees who are members of the Association covered by this agreement, dues of the local unit, life insurance and sick and accident premiums for those who voluntarily and individually authorize the Board to deduct and to transmit these monies to the Association. Employees' authorization shall be in writing and in a manner consistent with law.

B. Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted monthly to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

C. Deductions authorized by any employee shall continue as authorized unless or until such employee notifies the Board as to his/her desire to discontinue or to change authorization in writing.

D. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Board in triplicate. One copy shall be retained by the Board, one copy shall be forwarded by the Board to the Treasurer of the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 and one copy shall be forwarded to the Westchester Local 860, CSEA, 595 W. Hartsdale Avenue, White Plains, New York 10607.

E. The Board agrees to deduct from the salary of any bargaining unit employee such specified amount for each pay period as the employee may individually and voluntarily authorize in writing and to transmit the same to a duly qualified credit union designated by the Pelham Teachers' Association.

**SECTION 2 - RESPONSIBILITY FOR DISPOSITION OF FUNDS**

The Civil Service Employees Association assumes full responsibility for the disposition of the funds so deducted once they are turned over in accordance with Paragraph B of this Article and the Board shall have no responsibility with respect to the payment or other disbursements of such funds.

**ARTICLE III – ORGANIZATION OF THE BARGAINING UNIT**

The job classification for present Clerical, Teaching Assistant, Teacher Aide, Nurse, and Audio Visual Specialist staff employees covered by this agreement shall be those listed below or as previously reported to the Civil Service Commission or State Education Department.

The Employer may change the job description or classification of the employee with sixty (60) days prior notification, without regard to initial employment status, subject to Civil Service Law, Rules and Regulations. Additional titles may be added at the discretion of the Board of Education, as the need arises.

- A. All Clerical staff, including ten and eleven month employees in Classes I, IA, IB, Class II, Class IIA, Class IIB and Class IIIB as listed in Schedules A-1, A-2, A-3, A-4, and A-5.
- B. All Teaching Assistants
- C. Teacher Aides
- D. School Nurses
- E. Audio Visual Specialist

**ARTICLE IV – BOARD – ASSOCIATION RELATIONSHIPS**

**SECTION 1 - MUTUAL OBLIGATION**

It is mutually agreed that everything proper be done to establish a harmonious line of communication and to maintain a harmonious and cooperative relationship between the Board and its employees.

**SECTION 2 - BOARD OBLIGATIONS**

- A. Notice of all promotional opportunities shall be posted and eligible employees applying for same to be considered ahead of non-employees of the district. Where more than one qualified person applies, special consideration will be given to seniority. The provisions of this paragraph shall apply when appointments are to be made from a certified open competitive or promotional Civil Service List.
- B. The Board agrees to provide each new employee and all present employees with a copy of this agreement.

### **SECTION 3 - ASSOCIATION OBLIGATIONS**

- A. The Association affirms that it does not assert the right to strike against the Board and agrees that it will not assist or participate in any strike or impose upon any of its members or others an obligation to assist or participate in any such strike.
- B. In the awareness that the most effective, efficient and satisfying relationship between employer and employee is based upon the principle of mutual respect and understanding, and in the interest of providing for students, teachers, and community the most effective educational leadership possible, the parties agree that the aforementioned principle of mutual respect and understanding be re-affirmed by the Clerical Employees, Teaching Assistants, Teacher Aides, School Nurses, Audio Visual Specialists, School Administrators, and the Board of Education and that this principle permeate the implementation of all provisions of this agreement.

### **SECTION 4 - BOARD RIGHTS**

- A. The parties agree that all items discussed during negotiations leading to the agreement shall not be subject to, renegotiation during the life of this agreement, except as otherwise specifically provided.
- B. The provisions of this agreement shall not be construed to restrain the Board in the full and absolute management of its affairs except as modified by this agreement and any particular provision hereof which shall be held invalid as an unlawful delegation by the Board of its statutory powers or duties shall be deemed void. This agreement is subject to all applicable laws of the State of New York.

### **SECTION 5 - ASSOCIATION RIGHTS**

- A. The President of the Westchester Local 860 of the CSEA or his/her designated agent, or the designated Labor Relations Specialist, shall have the right to visit the facilities of the employer for the purpose of adjusting grievances and administering the terms of this agreement.
- B. Employees designated or elected for the purpose of adjusting grievances and implementing this agreement shall have a reasonable amount of free time from their regular duties to fulfill these obligations.
- C. When an employee of the unit is an elected delegate of the Westchester Local 860 of CSEA, she/he shall be allowed to attend State CSEA Conferences without loss of pay for a period not to exceed three days per year.
- D. The Association shall have the right to post notices and communications dealing with proper and official Association business on the designated bulletin boards maintained on the premises and facilities of the employer.

## **ARTICLE V – PREVIOUS PRACTICES**

All existing rules, policies, regulations, practices and benefits of the employer not modified by this agreement will be continued in full force and effect.

## **ARTICLE VI – SENIORITY**

### **SECTION 1 - DEFINITION**

Seniority shall commence on the date of hiring and shall be used in determining eligibility for longevity salary increments, abolition of positions for Teaching Assistants, Teacher Aides, Nurses and Audio Visual Specialists, and in establishing vacation priorities and in any other area where seniority has a bearing on the issue.

Tenure areas and rights for Teaching Assistants shall be as set forth in the State Education Law (Elementary, Middle School, Senior High, Specials).

### **SECTION 2 - APPLICATION**

Employees working half-time or more per year, but less than full time, shall be given seniority preference on a two for one basis (i.e. two years at half-time equals one full year of service).

## **ARTICLE VII – WORK YEAR AND CONDITIONS**

### **SECTION 1 - WORK YEAR (CLERICAL)**

The normal work year for clerical employees shall be as follows:

- A. Class I and II shall work 10 months from September 1 to June 30. These employees are not on duty during school holidays.
- B. Class 1A and IIA shall work 11 months from July 1 to June 30. These employees are not on duty during school holidays. During the summer months (July and August), with the exception of the week proceeding Labor Day, they are entitled to 20 vacation days.
- C. Class IB, and IIB shall work 12 months from July 1 to June 30. Each employee is entitled to 20 vacation days per year to be taken at a time approved by their immediate supervisor, with the exception of the week proceeding Labor Day.

### **SECTION 2 - WORKDAY (CLERICAL)**

- A. The workday for clerical employees shall be eight (8) hours, including one-hour lunch period.
- B. 12-month clerical employees who receive prior approval from the Superintendent of Schools to work more than 230 days within a given school year shall be paid for the excess days prior to the end of that school year.

**SECTION 3 - WORK YEAR (TEACHING ASSISTANTS, TEACHER AIDES, NURSES AND AUDIO VISUAL SPECIALISTS)**

- A. The Teaching Assistant, Teacher Aide, Nurse and Audio Visual Specialist positions are ten (10) month positions.
- B. Teaching Assistants, Teacher Aides and Audio Visual Specialists are employed and on duty on those actual days that school is in session, plus designated in-service days for teachers, and are required to report to Open House evenings at the discretion of the Department Head. (7-1/2 hours per day, including a 42-minute duty-free lunch period.)

The District reserves the right to have the High School/Middle School Information Center remain open until 8:00 p.m. each school day. No fewer than two adults will be assigned to the High School/Middle School Information Center at all times after normal working hours.

If the District exercises such right it shall then seek, on a voluntary basis only, an employee from this bargaining unit who is willing to work such hours to allow for a 8:00p.m. quitting time. However, in the event that no present employee volunteers to work such hours, the District may seek to fill the position from the outside. It is understood that no employee hired prior to July 1, 1993 shall ever be required to work the aforementioned hours.

Alternatively, the Board may post the position as a stipend position, at a rate to be determined by the District.

- C. The School Nurse shall be in attendance on all days required of the teaching staff. Their workday shall be seven hours including a forty-two minute, duty free lunch period.

**SECTION 4 - SNOW DAYS**

12-month employees are required to come in on snow days only if their immediate Supervisor is required to be in school.

**SECTION 5 - CALLING OF SUBSTITUTES**

No secretary shall be responsible for, or required to call substitute teachers unless mutually agreed between the principal and the clerical employee involved.

**SECTION 6 - EVALUATION**

Annual evaluation of the performance of a Teaching Assistant is the responsibility of the principal, with input from the teacher involved. No evaluative material shall be placed in a personnel file unless the employee has an opportunity to review the material.

## **SECTION 7 - AFTER SCHOOL WORKSHOPS**

Teaching Assistants certified as attending and participating in approved in-service workshops or courses will receive acknowledgment of that fact in the form of a letter placed in their personnel files.

Any employee who attends in-service workshops or courses after the completion of the normal workday, with prior approval of the District, shall be reimbursed at a rate of \$10.00 per hour beyond his/her base salary.

## **SECTION 8 - LABOR MANAGEMENT**

A Labor-Management Committee shall be formed consisting of the Superintendent of Schools or his/her designee and selected member of the CSEA unit and will meet quarterly.

## **SECTION 9 - DISTRICT CALENDAR**

The Superintendent or his/her designee will consult with the President of the CSEA Unit in regard to the school calendar prior to the Superintendent's presentation of the school calendar to the Board of Education for adoption.

## **SECTION 10 - ADMINISTRATIVE LEAVE FOR UNION BUSINESS**

The CSEA President shall have one hour weekly, free from other duties, to conduct Union business when it is reasonably necessary for him/her to do so, so long as the scheduling of such hour has been worked out in advance with the administrator for the building in which the Unit President is assigned.

## **SECTION 11 - TUITION REIMBURSEMENT**

An employee who desires to undertake courses of study which are job related shall, subject to the prior written approval of the District, receive reimbursement for his/her costs, upon successful completion of the course upon the following terms:

- A. Only members of the unit who have had at least six months of service with the District shall be eligible to make application for approval of courses for payment under this section.
- B. Each course must have the prior written approval of the Superintendent or his/her designee.
- C. The maximum payment to any employee in any fiscal year shall be \$600.00.
- D. Payment shall only be made after the employee has presented evidence of satisfactory completion of the course, with backup information as to costs.
- E. The maximum the District shall spend under this section in any fiscal year shall be \$3,000.00.
- F. If there are more applicants under this program than the maximum amount of funds set aside, as set forth above, then applicants shall be given preference in

accordance with their seniority, provided, however, that an applicant may not exercise such seniority right more than once during the life of this agreement.

## **ARTICLE VIII – SALARY SCHEDULE AND ADVANCEMENT**

### **SECTION 1 - SALARY SCHEDULES**

- A. The included salary schedules for July 1, 2008 to June 30, 2011 reflect the changes.
- B. Longevity increments shall be paid to all employees after ten, fifteen and twenty years of service in the District and shall be paid consistent with previous contracts and adjusted consistent with the basic salary increase.  
The included salary schedules for July 1, 2008 to June 30, 2011 reflect the changes.
- C. Longevity increments shall be granted in accordance with the applicable salary schedule, regardless of the step of the salary schedule an employee is on.
- D. Employees working half-time or more per year, but less than full time, shall be given credit towards longevity on a two for one basis (i.e. two years at half-time equals one full year of service).
- E. No new clerical employee shall be hired at a higher step than an incumbent clerical employee with equal qualifications and experience.
- F. No new Teaching Assistant is to receive a higher salary than an incumbent Teaching Assistant with equal qualifications and experience.

### **SECTION 2 - ADVANCEMENT ON SCHEDULE**

- A. Salary advancement due to change in classification as a result of Civil Service examination, shall be prorated on an annual basis.
- B. Advancement from one classification to the next one shall carry the appropriate differential as indicated on the current schedule.

### **SECTION 3 - RECLASSIFICATION**

When an individual employee seeks reclassification pursuant to Civil Service Law and is subsequently recommended for reclassification into a title not currently covered within the contractual agreement, the Union will be consulted as to the appropriate salary scale for the new title prior to the recommendation to the Board for final approval.

#### **SECTION 4 - OVERTIME/COMPENSATION TIME**

Where a member of the bargaining unit is authorized and directed to perform work over and above forty hours in a work week he or she shall be compensated at the rate of time and one-half of his or her regular rate of pay. Where permitted by the employer, compensation for overtime may take the form of compensatory time off at the rate of time and one-half. Where a member of the bargaining unit has earned compensatory time he or she shall be permitted to use that time within a reasonable period after making the request for time off. However, he or she may not use compensatory time where such would disrupt the operations of the School District.

### **ARTICLE IX – RETIREMENT PLAN**

#### **SECTION 1 -NON-CONTRIBUTORY PROGRAM**

The Board shall continue to participate in the non-contributory New York State Retirement Program, Section 75-G of the Retirement and Social Security Law.

#### **SECTION 2 - ADDITIONAL COMPENSATION UPON DECLARATION OF RETIREMENT**

The School District shall provide a 12% pay increase for an employee who has completed ten or more years of service provided that she/he has submitted an irrevocable resignation for the purpose of retirement in writing to the Assistant Superintendent for Business no later than six months preceding the effective date of resignation. Appeals for the purpose of rescinding an irrevocable resignation can be made to the Superintendent for catastrophic purposes or life changing circumstances prior to the effective date of the resignation. This amount shall be paid during the employee's last year of employment.

The District shall provide a one-time payment equal to twenty-five percent (25%) of the employee's 2008-2009 base salary for an employee who has completed ten or more years of service provided that he/she has submitted an irrevocable resignation, to be effective December 31, 2008, for the purpose of retirement in writing to the Assistant Superintendent for Business no later than November 14, 2008. Said retiree shall receive retirement health benefits equal to those in the 2003-2008 collective bargaining agreement.

The District shall provide a one-time payment equal to eighteen percent (18%) of the employee's 2008-2009 base salary for an employee who has completed ten or more years of service provided that he/she has submitted an irrevocable resignation, to be effective June 30, 2009, for the purpose of retirement in writing to the Assistant Superintendent for Business no later than December 31, 2008.

Payment shall be made as one payment upon retirement.

This subsection shall sunset on June 30, 2009.



**SECTION 3 - SECTION 41J - SECTION 60B**

The School District shall provide Section 41J (application of unused sick leave forwarded to service credit upon retirement) and Section 60b (Guaranteed Death Benefit) of the NYS. Retirement and Social Security Law.

**ARTICLE X – EFFECT OF THIS AGREEMENT**

**SECTION 1 - AMENDMENT**

This Agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement. Before the Board adopts a change in policy which affects wages, hours or any other condition of employment which is not covered by the terms of this agreement and which has not been proposed by the Association, the Board shall notify the Association in writing that it is considering such a change. The Association shall have the right to be heard regarding such items, provided that it files such a request with the Board within five (5) calendar days following the receipt of such notices.

**SECTION 2 - EMPLOYEE BENEFITS**

Leaves of absences, health insurance, benefit fund, and all other benefits affecting employees on a district-wide basis are as stated in Article XIV. However, the benefits of this Agreement, including Article XIV, shall apply solely to those members of the bargaining unit who work 0.5 FTE or more.

Members hired after July 1, 2003 who work .5FTE shall have all benefits of this agreement except that the District will contribute to the cost of their health, welfare and optical insurance benefits based on an individual plan cost. Should such an employee wish to receive benefits for family members, the additional cost of such benefits will be borne solely by the employee.

Members hired after July 1, 2008 who work less than 1.0 FTE shall receive all leaves of absence, health insurance, benefit fund, and all other benefits affecting employees on a district-wide basis as stated in Article XIV on a prorated basis according to the FTE appointment. (Example: If an employee is 0.5 FTE the employee will receive half the number of leave days as a 1.0 FTE employee and the District will pay half the amount toward health benefits as they pay for a 1.0 FTE.)

**ARTICLE XI – COMPATIBILITY WITH LAW**

**SECTION 1 - PRIORITY OF LAW**

Nothing contained herein shall be construed to deny or restrict with respect to any employee rights she/he may have under the Civil Service Laws or any other applicable law and regulations. The rights provided to employees hereunder shall be deemed in addition to those provided elsewhere.

## **SECTION 2 - SAVINGS CLAUSE**

If any legislative or court decision renders any portion of the agreement invalid or unenforceable, the invalid or unenforceable provisions shall be severed from the contract, and the remaining provisions shall continue in full force.

## **SECTION 3 - MANDATORY PROVISION**

The parties agree that any provision of this Agreement requiring legislative action to permit implementation by amendment of law or by providing the additional funds, therefore, shall not become effective until the appropriate legislative body has given approval.

## **ARTICLE XII – GRIEVANCE PROCEDURE**

### **SECTION 1**

#### **A. DECLARATION OF PURPOSE**

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board and its employees is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of employees through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board and its employees are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

#### **B. DEFINITIONS USED IN GRIEVANCE PROCEDURE**

1. "Grievance" is a claim by any employee or group of employees based upon any event or condition affecting the salaries, hours, or other terms or conditions of employment of each employee or group of employees including, but not limited to, and claimed violation, misinterpretation, misapplication or inequitable application of law, rules or regulations having the force of law, this Agreement, policies, rules, by-laws, regulations, directions, orders, work rules, procedures, practices or customs of the Board and Administration during the term of this Agreement.
2. "Principal" means the person in charge of the building.
3. "Superintendent" means the Superintendent of Schools.
4. "School Unit" means designated employee representation unit.
5. "Aggrieved Party" means any employee claiming a grievance.
6. "Party in Interest" means any party named in a grievance who is not the aggrieved party.
7. "Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

C. PROCEDURES

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
2. Except at Stage 1, all decisions shall be in writing and shall include a brief statement of the reasons therefore.
3. If a grievance affects a group of employees and appears to be associated with system-wide policies, it may be submitted by the School Unit directly at Stage 2, described below.
4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruption of the employee's assigned work schedule.
5. The Board and the School Unit agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievance.
6. Except as otherwise provided at Stage 1, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party and party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
8. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents may be developed and approved by both parties. The Superintendent will have such mutually approved forms printed and distributed as the parties agree will facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
10. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having grievance informally adjusted without the intervention of the School Unit, provided, however, that if the adjustment is inconsistent with the terms of this Agreement, the School Unit shall be given an opportunity to be

present at such adjustment or to be heard with respect thereto before such adjustment becomes final.

In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

11. The grievant may choose whomever she/he wishes to represent him/her at Stages 1, 2, and 3, except that such representative may not be an official of a competing employee organization.
12. If any provision of this grievance procedure or any application thereof to any employee or group of employees in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall be deemed valid and subsisting except to the extent determined to be contrary to law, and all other provisions or applications will continue in full force and effect.
13. The Superintendent shall be responsible for accumulating and maintaining up to ten (10) years an Official Grievance Record, which shall consist of the written grievance, all exhibits, transcripts, communication, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1 and all written decisions at all stages. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the School Unit, and the Board, but shall not be deemed a public record.
14. The existence of the procedure hereby established shall not be deemed to require any employee to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any employee to pursue any other legal or appropriate remedies available in any other form.

D. TIME LIMITS

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.
2. Every grievance will be deemed waived unless the grievance is presented in writing at the first stage within sixty (60) school days after the employee or the School Unit, if it is the grievant, knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time specified, the grievance will be deemed to be discontinued and further appeal under this Agreement is barred.

E. STAGE 1: BUILDING PRINCIPAL

1. An employee having a grievance will discuss it with the building principal either directly or through the School Unit representative with the objective of his/her decision, the principal will not consider any

material or statements offered by or on behalf of any party in interest with whom consultation has been and without the aggrieved party or his/her representative being present. If the employee submits the grievance through a representative, the employee may also be present, if she/he requests to be, during any discussion of the grievance between the principal and the employee's representative or any party in interest.

2. If the grievance is not resolved informally, it may be reduced to writing by the employee and presented to the building principal. Within five (5) school days after a written grievance is presented to him/her, which has previously been discussed by him/her, the principal shall, without any further consultation with the aggrieved party, or any party in interest, render a decision thereon, in writing, and present it to the employee.

**F. STAGE 2: SUPERINTENDENT**

1. If either the employee initiating the grievance or the School Unit is not satisfied with the written decision rendered at the conclusion of Stage 1, such employee or the School Unit may appeal such decision to the Superintendent by filing, within ten (10) school days from the day when the employee shall have received a copy of such written decision, a notice of appeal in writing which notice of appeal shall state the extent to which the employee or the School Unit disagrees with such decision. Copies of the written decision at Stage 1 shall be submitted with the notice of appeal.
2. Within five (5) school days after receipt of the appeal, the Superintendent, or his/her duly authorized representative, shall hold a hearing with the employee, his/her representative, and all other parties in interest, except such as the Superintendent and the appellant agree not be present. The building principal, whose decision is appealed, and the School Unit shall be entitled to be present or represented thereat.
3. The Superintendent shall render a decision in writing to the employee, his/her representative and the School Unit within five (5) school days after the conclusion of the hearing.

**G. STAGE 3: BOARD OF EDUCATION**

1. If any party who appealed to the Superintendent is not satisfied with the decision at Stage 2, such party may appeal further to the Board of Education by filing with such Board within fifteen (15) school days after receipt by such party of the decision at Stage 2, a notice of appeal in writing which shall state the extent to which such party disagrees with the decision at Stage 2. The official grievance record maintained by the Superintendent shall be available for the use of the Board of Education.
2. Within ten (10) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
3. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, on the grievance. Such

decision shall be promptly transmitted to the grievant and all parties in interest.

H. STAGE 4: ARBITRATION

1. After such decision, if any party, the Grievant or the School Unit, who appealed to the Board of Education is not satisfied with the decision at Stage 3, and if the School Unit determines that the grievance is meritorious and that a further review thereof is in the best interests of the school system of the district, such party may submit the grievance to arbitration by written notice to the Board of Education served within fifteen (15) school days after the date of service of the decision rendered at Stage 3.
2. Within five (5) school days after such written notice of submission to arbitration, the Board of Education and the School Unit will agree upon a mutually acceptable arbitrator competent in the area of the grievance, and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators will be made to the Public Employees Relations Board or another mutually agreeable organization, and the arbitrator shall be selected in accordance with the procedures established by the organization selected.
3. The selected arbitrator will hear the matter promptly and will issue the decision not later than fourteen (14) calendar days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proof are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues.
4. The decision of the arbitrator shall be final and binding upon all parties.
5. The costs for the services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the School Unit.
6. The foregoing procedures shall be the exclusive method for settling grievances covered by this Article and neither party shall resort to means outside of the contract (e.g., strikes, litigation, et al.) to forestall the prompt resolution of grievances so covered.

**ARTICLE XIII – DURATION OF AGREEMENT**

**SECTION 1 - TERM OF AGREEMENT**

The term of this agreement shall be from July 1, 2008 to and including June 30, 2011, and thereafter from year to year unless either party gives written notice to the contrary to the other party as provided in Section 2 of this Article.

## **SECTION 2 - NOTIFICATION DATE**

Either party desiring to amend this agreement shall present its recommendations for amendment in detail not later than January 15<sup>th</sup> preceding the expiration of the agreement.

## **ARTICLE XIV – EMPLOYEE BENEFITS – LEAVES OF ABSENCE**

### **SECTION 1. -- SICK LEAVE**

Employees shall be granted days off with pay for personal and family illness at the rate of 15 days per year, not to exceed a maximum accumulation of 180 days.

### **SECTION 2. - LONG TERM ILLNESS OR DISABILITY**

All permanent employees, who, subsequent to having accumulated 70% of their total allotted sick days, exhaust this accumulation due to a long-term illness shall thereafter receive 50% of their monthly pay, for as many months as they have years of service in the Pelham School District, during the continuance of the illness to a maximum of twelve months. Such payments would, until their expiration, replace any disability payments to which such employee might otherwise be entitled under this agreement.

### **SECTION 3. -- ABSENCE FOR PERSONAL BUSINESS**

Three days absence without loss of salary will be allowed an employee in each school year for personal business as defined below. Except when emergency prevents, at least forty-eight hours advance notice of any absence to be occasioned by personal business shall be given. Absence allowances for personal business are exclusive of absences allowable under Section (1) and (2) of this Article. Employees shall be required to disclose the personal business occasioning any absence on the designated form.

The parties agree that "personal business" as used in this section, shall mean matters of a personal nature requiring urgent attention or involving important responsibilities or obligations which cannot be attended to at times when school is not in session. In the use of personal business days prior approval shall be obtained, and it is proposed that strict adherence to the contract language be followed (that the matter be of urgent business which cannot be attended to while school is not in session).

### **SECTION 4. -- BEREAVEMENT LEAVE**

All full time employees shall be entitled to leave without loss of pay for whatever days are necessary, but not exceeding five (5) school days at any one time, for death either in the immediate family or one who (in the opinion of the Assistant

Superintendent of Business) has lived so close to the employee as to be considered a member of the immediate family. Additional days may be granted at the discretion of the Superintendent of Schools.

**SECTION 5. -- DEFINITION OF "IMMEDIATE FAMILY"**

The term "immediate family" means husband, wife, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, and any other members of the household of which the employee is a part of.

**SECTION 6. -- OBSERVANCE OF RELIGIOUS HOLY DAYS**

Each full-time employee shall be allowed up to three days leave each school year with full pay to observe holy days of his/her religion, such leave to be charged to personal business. Clerical employees will not be required to work on religious holidays when school is not in session.

**SECTION 7. -- LEAVE OF ABSENCE**

All full-time employees may be granted a leave of absence for up to one year without pay at the discretion of the Board of Education.

**SECTION 8. -- BENEFIT FUND**

**A. DENTAL PLAN**

The School District shall contribute the maximum amounts indicated below for each employee covered by the agreement, payable to the Union or its designee, to be used for the purchase of dental insurance (CSEA/EBF EQUINOX).

July 1, 2008 - June 30, 2009	\$1,035.72 per employee
July 1, 2009 - June 30, 2010	\$1,087.56 per employee
July 1, 2010 - June 30, 2011	\$1,235.28 per employee

The School District will be responsible for paying any premium arrears accrued during the first year of the agreement.

**B. OPTICAL PLAN**

Effective July 1, 2003 the School District shall pay the full premium towards the CSEA Employee Benefit Fund, Platinum Vision Plan or a plan of comparable coverage, for the purposes of providing a family optical plan.



**SECTION 9. -- HEALTH INSURANCE**

- A. Active employees working more than .5FTE shall be provided either individual or family health insurance coverage.

New employees must be on the payroll for two months in order to be eligible for health insurance coverage. The Board shall provide to eligible employees those benefits available through the Southern Westchester Schools Consortium.

The Board shall have the option and may elect to change health insurance carriers after the formation of a committee consisting of CSEA and School District representatives, consultation with the CSEA representatives and reaching a consensus with those representatives.

Effective July 1, 2008, all employees who are enrolled in the current health insurance program shall contribute the percentages listed below toward the cost of the annual premium for the health insurance plan:

**Health Insurance Contribution:**

2008-2009	4.5%
2009-2010	5.0%
2010-2011	5.5%

- B. Flexible Spending Plan

Effective January 1, 2001, the District will implement a flexible spending plan for the purpose of premium redirection and health care reimbursement.

- C. Retired employees shall be provided health insurance coverage as follows:

The Board will pay the cost of individual coverage except that retired employees will be required to contribute toward the cost of the individual coverage, at a rate of \$275, and the Board will pay 50% of the cost of dependent's coverage. The cost of dependent coverage for employees hired after July 1, 2003 who work .5FTE will be the sole responsibility of the employee.

To be eligible for Health Insurance in retirement, any members of the bargaining unit hired after July 1, 2008, shall be required to have at least ten (10) years of service in any paid capacity in the District as of the date of retirement into the New York State Employees Retirement System.

- D. Commencing July 1, 1984, all members will have the option of (i) continuing the present benefit or (ii) waiving medical coverage for one year or (iii) reducing medical coverage from family to individual coverage. If the member exercises either option (ii) or option (iii), the

Board will share equally with the member the resulting savings in premium payments. If either of the foregoing options is exercised, it shall be for a one year period provided, however, that a member who has waived coverage may elect to enroll for coverage during the one year period if he/she returns to the Board the payment which he/she received. The payment which the member returns shall be prorated from the first day of the month in which he/she elects to re-enroll. Notwithstanding any of the foregoing in this subparagraph (a), if a member elects to reduce or eliminate medical coverage in order to share in the premium savings, he/she shall not be permitted subsequently to change coverage more than one time during the period of the collective bargaining agreement.

- E. All new hires as of January 2000 will be responsible for the cost of Medicare Part B for themselves and their spouses.
- F. District's Medicare Part B reimbursement for eligible retirees will be limited to the base premium amount charged by Medicare.
- G. All retirees will continue to receive individual health insurance coverage, at a rate of two-hundred and seventy-five (\$275.00) dollars per year, and the District will pay fifty (50%) percent of the cost of dependent's coverage. The cost of dependent coverage for employees hired after July 1, 2003 who work 0.5 FTE will be the sole responsibility of the employee.

Effective July 1, 2008, members who retire after July 1, 2008 will contribute four (4.00%) percent toward the cost of individual health insurance coverage up to a maximum amount of \$400.00 per year. The District will continue to contribute fifty (50%) percent toward the cost of dependent's coverage.

Effective July 1, 2010, members who retire after July 1, 2010 will contribute five (5.00%) percent toward the cost of individual health insurance coverage up to a maximum amount of \$600.00 per year. The District will continue to contribute fifty (50%) percent toward the cost of dependent's coverage

#### **SECTION 10. - OUT OF TITLE**

Any employee who is required to perform duties in a higher title shall be placed on the corresponding step of the higher title commencing with the sixth (6<sup>th</sup>) day, retroactive to the first (1<sup>st</sup>) day of said assignment.

In case of an employee who covers the class of a teacher, he/she shall receive the daily rate paid to substitute teachers in addition to the regular day's pay. The hourly rate is one third of the daily rate.

## **SECTION 11. - SICK LEAVE RESERVE**

"Sick Leave Reserve" shall be created to which each employee choosing to participate will contribute one (1) sick day per year on July 1<sup>st</sup> and the District will contribute one matching day per employee for 2008-2009 only. Such sick leave reserve days not used shall be cumulative from year to year up to a maximum of one-hundred and eighty (180) days.

Application for the use of the sick leave reserve shall be made to a committee comprised of an employee in the applicant's classification (selected at random), the applicant's supervisor, the President of the Unit, and the Superintendent of Schools. The days accumulated as described above shall be dispensed at the discretion of the committee, by a majority vote, where the following preconditions are met:

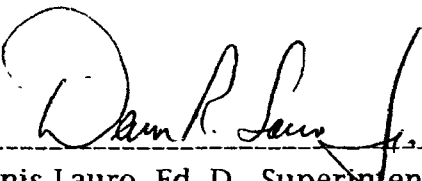
1. Catastrophic, life-threatening, or chronic continuing illness of a serious nature or Serious, personal need on the part of the member of the unit;
2. All sick and personal leave of the member has been exhausted.
3. An individual will be dispensed a maximum of twenty (20) days per application. Upon the exhaustion of the twenty (20) days, the individual may again apply to the committee for twenty (20) additional days.
4. No one individual shall be permitted to withdraw more than forty (40) days in any single or continuing emergency or illness.
5. The decision of the committee shall be final and binding upon all parties to this Agreement and upon the applicant seeking use of the sick leave bank.

## **SECTION 12.**

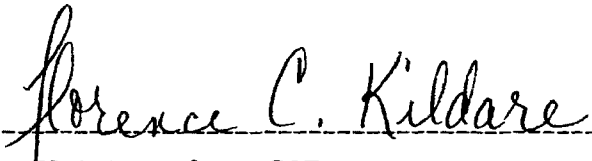
A Committee shall be established to study and report to the parties regarding alternate lower cost health care plans. The Committee shall report to the parties at the end of the first year of the Agreement with the parties to reopen negotiations with regard to the options presented by the Committee's findings.

**BOARD OF EDUCATION**  
Pelham Union Free School District  
Pelham, New York

**Approved for signature**

By  \_\_\_\_\_  
Dr. Dennis Lauro, Ed. D., Superintendent of Schools

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION INC.,  
LOCAL 1000, AFSCME, AFL-CIO  
BY THE PELHAM NON-INSTRUCTIONAL  
CLERICAL, TEACHING ASSISTANT/TEACHER AIDE  
AND NURSES SCHOOL UNIT**

By  \_\_\_\_\_  
Unit President, CSEA

By  \_\_\_\_\_  
Labor Relations Specialist

06.17.2009  
Date

**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2008 - June 30, 2009**

**Clerical Employees**

<b>Step</b>	<b>Class I</b>	<b>Class IA</b>	<b>Class IB</b>	<b>Class II</b>	<b>Class IIA</b>	<b>Class IIB</b>	<b>Class IIIB</b>
	<b>10 Month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>10 month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>12 Month</b>
<b>1</b>	27,891	29,500	31,602	28,842	32,530	34,643	37,420
<b>2</b>	28,970	30,700	32,899	30,182	34,024	36,204	39,263
<b>3</b>	30,057	31,915	34,204	31,505	35,513	37,738	41,085
<b>4</b>	31,143	33,122	35,501	32,829	36,984	39,298	42,913
<b>5</b>	32,224	34,329	36,798	34,155	38,474	40,845	44,778
<b>6</b>	33,303	35,531	38,093	35,488	39,963	42,385	46,600
<b>7</b>	34,395	36,731	39,400	36,820	41,460	43,937	48,450
<b>8</b>	35,479	37,942	40,697	38,141	42,933	45,491	50,308
<b>9</b>	36,555	39,152	41,990	39,466	44,421	47,040	52,126
<b>10</b>	37,637	40,347	43,291	40,797	45,907	48,592	53,996
<b>10L</b>	39,905	43,617	47,860	44,673	51,405	54,404	58,512
<b>15L</b>	41,498	45,225	49,457	46,110	53,007	56,004	60,133
<b>20L</b>	43,048	46,768	51,002	47,490	54,551	57,546	61,680

		<b>Minimum</b>	<b>Maximum</b>
Class I	Office Assistant (Automated Systems) - 10 Month	27,891	37,637
Class IA	Office Assistant (Automated Systems) - 11 Month	29,500	40,347
Class IB	Office Assistant (Automated Systems) - 12 Month	31,602	43,291
Class II	Senior Office Assistant (Automated Systems) - 10 Month Senior Typist - 10 Month	28,842	40,797
Class IIA	Secretary to Elementary School Principal - 11 Month Secretary to JHS Principal - 11 Month Sr. Office Assistant (Automated Systems)	32,530	45,907
Class IIB	Secretary to Senior HS Principal - 12 Month Account Clerk, Sr. Office Assistant (Automated Systems)	34,643	48,592
Class IIIB	Senior Account Clerk	37,420	53,996

**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2009 - June 30, 2010**

**Clerical Employees**

<b>Step</b>	<b>Class I</b>	<b>Class IA</b>	<b>Class IB</b>	<b>Class II</b>	<b>Class IIA</b>	<b>Class IIB</b>	<b>Class IIIB</b>
	<b>10 Month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>10 month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>12 Month</b>
<b>1</b>	28,867	30,532	32,708	29,852	33,668	35,856	38,730
<b>2</b>	29,984	31,775	34,050	31,238	35,215	37,471	40,637
<b>3</b>	31,109	33,032	35,401	32,608	36,756	39,059	42,523
<b>4</b>	32,233	34,281	36,743	33,978	38,279	40,674	44,415
<b>5</b>	33,352	35,530	38,086	35,350	39,820	42,274	46,345
<b>6</b>	34,468	36,774	39,426	36,730	41,362	43,868	48,231
<b>7</b>	35,599	38,017	40,779	38,109	42,911	45,475	50,146
<b>8</b>	36,721	39,270	42,122	39,476	44,436	47,083	52,069
<b>9</b>	37,834	40,522	43,460	40,847	45,975	48,687	53,950
<b>10</b>	38,955	41,760	44,806	42,224	47,514	50,292	55,886
<b>10L</b>	41,302	45,144	49,535	46,236	53,204	56,308	60,560
<b>15L</b>	42,950	46,807	51,188	47,724	54,862	57,964	62,237
<b>20L</b>	44,555	48,405	52,787	49,152	56,460	59,560	63,839

		<b>Minimum</b>	<b>Maximum</b>
Class I	Office Assistant (Automated Systems) - 10 Month	28,867	38,955
Class IA	Office Assistant (Automated Systems) - 11 Month	30,532	41,760
Class IB	Office Assistant (Automated Systems) - 12 Month	32,708	44,806
Class II	Senior Office Assistant (Automated Systems) - 10 Month Senior Typist - 10 Month	29,852	42,224
Class IIA	Secretary to Elementary School Principal - 11 Month Secretary to JHS Principal - 11 Month Sr. Office Assistant (Automated Systems)	33,668	47,514
Class IIB	Secretary to Senior HS Principal - 12 Month Account Clerk, Sr Office Assistant (Automated Systems)	35,856	50,292
Class IIIB	Senior Account Clerk	38,730	55,886

**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2010 - June 30, 2011**

**Clerical Employees**

<b>Step</b>	<b>Class i</b>	<b>Class IA</b>	<b>Class IB</b>	<b>Class II</b>	<b>Class IIA</b>	<b>Class IIB</b>	<b>Class IIIB</b>
	<b>10 Month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>10 month</b>	<b>11 Month</b>	<b>12 Month</b>	<b>12 Month</b>
<b>1</b>	29,877	31,601	33,852	30,897	34,846	37,111	40,086
<b>2</b>	31,034	32,887	35,242	32,331	36,447	38,782	42,059
<b>3</b>	32,198	34,188	36,640	33,749	38,043	40,426	44,012
<b>4</b>	33,361	35,481	38,029	35,167	39,618	42,098	45,970
<b>5</b>	34,519	36,774	39,419	36,588	41,214	43,754	47,968
<b>6</b>	35,675	38,061	40,806	38,016	42,809	45,404	49,919
<b>7</b>	36,844	39,347	42,207	39,443	44,413	47,067	51,901
<b>8</b>	38,006	40,644	43,596	40,857	45,991	48,731	53,891
<b>9</b>	39,158	41,941	44,981	42,277	47,585	50,391	55,838
<b>10</b>	40,318	43,221	46,374	43,702	49,177	52,053	57,842
<b>10L</b>	42,747	46,724	51,268	47,855	55,066	58,279	62,679
<b>15L</b>	44,454	48,446	52,979	49,395	56,782	59,993	64,416
<b>20L</b>	46,114	50,099	54,634	50,873	58,436	61,645	66,073

		<b>Minimum</b>	<b>Maximum</b>
Class I	Office Assistant (Automated Systems) - 10 Month	29,877	40,318
Class IA	Office Assistant (Automated Systems) - 11 Month	31,601	43,221
Class IB	Office Assistant (Automated Systems) - 12 Month	33,852	46,374
Class II	Senior Office Assistant (Automated Systems) - 10 Month Senior Typist - 10 Month	30,897	43,702
Class IIA	Secretary to Elementary School Principal - 11 Month Secretary to JHS Principal - 11 Month Sr. Office Assistant (Automated Systems)	34,846	49,177
Class IIB	Secretary to Senior HS Principal - 12 Month Account Clerk, Sr Office Assistant (Automated Systems)	37,111	52,053
Class IIIB	Senior Account Clerk	40,086	57,842

**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2008 - June 30, 2011**

**Teaching Assistant Salary Schedule**

<b>Step</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
1	29,389	30,417	31,482
2	30,624	31,695	32,805
3	31,877	32,993	34,147
4	33,116	34,275	35,475
5	34,352	35,554	36,798
6	35,596	36,842	38,131
7	36,833	38,122	39,456
8	38,087	39,420	40,800
9	39,325	40,701	42,126
10	40,445	41,860	43,325
10L	42,405	43,889	45,425
15L	43,560	45,085	46,663
20L	44,812	46,381	48,004

	<b>Minimum</b>	<b>Maximum</b>
<b>2008-2009</b>	29,389	40,445
<b>2009-2010</b>	30,417	41,860
<b>2010-2011</b>	31,482	43,325



**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2008 - June 30, 2011**

**Nurse Salary Schedule**

<b>Step</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
1	35772	39024	42390
2	36771	40058	43460
3	37776	41098	44536
4	38780	42137	45612
5	39783	43175	46686
6	40781	44209	47756
7	41786	45249	48833
8	42783	46281	49900
9	43791	47324	50980
10	44792	48360	52052
10L	49088	53816	57700
15L	50094	54847	58767
20L	51085	55873	59829

	<b>Minimum</b>	<b>Maximum</b>
<b>2008-2009</b>	35,772	44,792
<b>2009-2010</b>	39,024	48,360
<b>2010-2011</b>	42,390	52,052

**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2008 - June 30, 2011**

**Audio Visual Specialist**

<b>Step</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
1	46270	47889	49565
2	47820	49494	51226
3	49338	51065	52853
4	50852	52631	54474
5	52352	54185	56081
6	53876	55762	57713
7	55418	57358	59365
8	56934	58927	60989
9	58460	60506	62624
10	59999	62099	64272
10L	63808	66041	68352
15L	65464	67755	70126
20L	67021	69367	71795

	<u><b>Minimum</b></u>	<u><b>Maximum</b></u>
<b>2008-2009</b>	46,270	59,999
<b>2009-2010</b>	47,889	62,099
<b>2010-2011</b>	49,565	64,272

**Pelham UFSD  
CSEA Non-Instructional Unit Salary Schedule  
July 1, 2008 - June 30, 2011**

**Teacher Aide**

<b>Step</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
1	23,409	24,228	25,076
2	24,515	25,373	26,261
3	25,086	25,964	26,873
4	26,177	27,093	28,042
5	27,266	28,220	29,208
6	28,363	29,356	30,383
7	29,449	30,480	31,546
8	30,554	31,624	32,730
9	31,642	32,749	33,896
10	32,590	33,731	34,911
10L	33,910	35,097	36,325
15L	34,946	36,169	37,435
20L	35,956	37,214	38,517

	<b>Minimum</b>	<b>Maximum</b>
<b>2008-2009</b>	23,409	32,590
<b>2009-2010</b>	24,228	33,731
<b>2010-2011</b>	25,076	34,911