

MEMORANDUM OF UNDERSTANDING

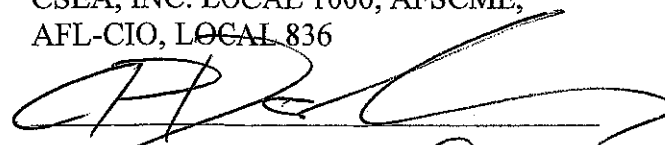
The Port Jervis City School District (the "District"), and the CSEA, Inc. Local 1000, AFSCME, AFL-CIA, the Recognized Union by the Port Jervis School District Unit, Orange County Local 836 (the "CSEA") (and also referred herein to as the "Parties") that in lieu of the CSEA filing a grievance concerning overtime hereby agree as follows:

1. Only Unit members: Michael Ulbrich, Joseph Cuebas, Thomas Sweat, and Kathy Smith shall be eligible to earn overtime at time and one-half their regular rate of pay for all hours worked over 37 ½ per week when assigned by the District to a 37 ½ work week IT position.
2. When assigned by the District to a non-clerical position, Unit members, Michael Ulbrich, Joseph Cuebas, Thomas Sweat, and Kathy Smith shall only earn overtime at time and one-half their regular rate of pay for all hours worked over forty hours per week.
3. The Parties agree that pursuant to Article 3 Section 3(A) of the collective bargaining agreement ("CBA"), only clerical employees who work more than 37 ½ hours per week are entitled to overtime, except for those individuals noted in paragraphs 2 and 3 above, all other current and future unit members assigned to a non-clerical position, including positions in IT regardless of their regular weekly work hours shall only earn overtime at time and one-half the employee's regular rate of pay for all hours worked over forty hours per week.
4. The Parties further agree that in the event that any of the individual(s) listed in paragraphs 1 and 2 above is no longer employed by the District in an IT position for whatever reason, those IT position's whether one or more shall only be eligible to earn overtime at time and one-half the employee's regular rate of pay for all hours worked over forty hours per week.
5. Except for the enforcement of this Agreement, the Union hereby waives any rights to negotiate, grieve, arbitrate, litigate or otherwise challenge or add to the terms of this Agreement regardless of the forum, including that any other unit employee is also entitled to these benefits.
6. The Parties agree that other than paragraph 4, the terms of this Agreement are non-precedent setting and will not establish a district policy or practice, nor will it be the basis for any further consideration or negotiations between the Parties.
7. The Parties agree that the individuals listed in paragraphs 1 and 2 above shall be paid overtime at time and one-half their regular rate of pay in effect at the time that they worked over 37 ½ hours per week and for which they were not paid overtime from the date of this MOA retroactive to July 1, 2016.
8. This Agreement is subject to approval by the Board of Education.

Dated: July 20, 2017

PORT JERVIS CITY SCHOOL DISTRICT

CSEA, INC. LOCAL 1000, AFSCME,  
AFL-CIO, LOCAL 836

  
Assigned DePote President LRS