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Contract Database Metadata Elements

Title: **Schenectady City School District and Schenectady Federation of Teachers, Paraprofessional Unit, NYSUT, AFT, Local 803 (2005) (MOA)**

Employer Name: **Schenectady City School District**

Union: **Schenectady Federation of Teachers, Paraprofessional Unit, NYSUT, AFT**

Local: **803**

Effective Date: **07/01/05**

Expiration Date: **06/30/09**

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MEMO OF AGREEMENT
Between the SCHENECTADY CITY SCHOOL DISTRICT and
THE SCHENECTADY FEDERATION OF TEACHERS
PARAPROFESSIONAL UNIT

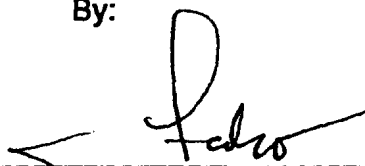
This memorandum of agreement is entered into between the City School District of the City of Schenectady (hereinafter "the District") and the Schenectady Federation of Teachers, Paraprofessional Unit (hereinafter "the Union"). The parties hereby agree as follows:

1. That the Administrative Paraprofessionals in the Special Education Office at Steinmetz, the Testing and Evaluation Paraprofessional in the Federal and State Office and the Computer Technical Paraprofessional under the CTO will be revised to 12 month positions effective July 1, 2005.
2. Their work year will now include 30 days in the summer outside of the normal school year.
3. Reimbursement for summer days shall be at the employee's regular rate of pay.
4. The wage rate for these employees will change as of July 1st annually.
5. These employees will be credited 3 sick days for the summer which will be added to their accrued time.
6. Existing Computer Tech, Special Ed Administrative paraprofessionals and the Testing and Evaluation Paraprofessional will be assigned to these respective positions with any future vacancies posted District wide.
7. The parties agree to waive any grievance as a result of the appointment to these positions.
8. This agreement shall not constitute a precedent in this or other cases and pertains only to the individuals and positions named herein.

Dated: 7/7/05

Schenectady City School District
By:

Schenectady Federation of Teachers
Paraprofessional Unit By:



 John Falco
 Superintendent of Schools



 Laura Graves
 President, SFT

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DEC 26 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7/1/05 - 6/30/09

**Memorandum of Agreement
Between the
Schenectady City School District
And the
Schenectady Federation of Teachers
(Paraprofessional Unit)**

The Schenectady City School District and the Schenectady Federation of Teachers' Paraprofessional Unit hereby enter into this Memorandum of Agreement, hereafter "MOA" in complete and final settlement of all issues proposed and negotiated for the collective bargaining agreement between the parties to succeed the collective bargaining agreement for the period of July 1, 1998 through June 30, 2003 and the November 20, 2002 Memorandum of Agreement that modified and extended that agreement for the period July 1, 2003 through June 30, 2005. All provisions of the collective bargaining agreement for the period July 1, 1998 through June 30, 2003 and the November 20, 2002 Memorandum of Agreement in effect for the period July 1, 2004 through June 30, 2005 shall remain in full force and effect except as modified by this MOA.

It is understood that this MOA is subject to ratification of the membership of the Federation and the Board of Education.

The collective bargaining agreement and the following modifications shall be in full force and effect for the period July 1, 2005 through June 30, 2009.

Article 3 – Fair Practices

3.1 Non-Discrimination

In accordance with applicable law, the District shall not discriminate against any employee on the basis of race, color, national origin, sex, age, marital status, sexual orientation, political activities, or beliefs, or membership or activities in any employee organization. In recognition of the value or diversity of cultural background and viewpoints among the staff, the District shall encourage applications from members of cultural or minority groups.

Article 5 – Compensation

5.1.1 Salary Schedules and Stipends – insert new salary schedule and new lunch aides and lunch monitors pay. The salary schedule for the 2005/2006 school year will be retroactive to 9/1/05 for contract salaries only.

Stipends / MOA's

Effective July 1, 2005, the CAINS/CASSET paraprofessionals at WIEC and the Outreach paraprofessionals at the Schenectady County Correctional Facility shall be twelve-month employees. They shall be required to work thirty days during the months of July and August. Compensation for days worked in July and August shall be at the employee's regular rate of pay. Scheduled wage increases for these employees shall take effect on July 1st annually.

Effective July 1, 2005, the administrative paraprofessionals in the Special Education Office at the Career Center at Steinmetz, the evaluation paraprofessional in the Federal and State Grant Office at the Career Center at Steinmetz and the computer technical paraprofessionals under the chief Technology Officer shall be twelve-month employees. They shall be required to work thirty days during the months of July and August. Compensation for days worked in July and August shall be at the employee's regular rate of pay. Scheduled wage increases for these employees shall take effect on July 1st annually.

Effective July 1, 2005, the culinary paraprofessional at the Career Center at Steinmetz shall receive \$1,000 annually in addition to the basic and other compensation due them for catering a minimum of 15 events involving students outside of the normal school hours. This stipend is payable in June of the applicable school year upon verification of the events.

5.3 Pay Dates

Add to existing language:

Effective September 1, 2006 all members of the bargaining unit shall be paid on a one week lag payroll for service actually rendered. For example, unit members shall receive their first paycheck for the 2006-2007 school year on the third Friday of the month (September 15th) and will receive a paycheck for the first four workdays (September 5, 6, 7 and 8) of the school year. The second paycheck will be for a full two weeks (9/9-9/22) and will be issued on September 29th.

All employees shall also receive in the first paycheck after the start of school an additional \$200 which shall be deducted in equal amounts over the next four paychecks. Should an employee's services be terminated prior to recoupment of the \$200.00, any remaining amount owed shall be deducted from any remaining salary forthcoming.

Effective July 1, 2006 all paraprofessionals shall sign in daily when they report to work and when they leave work.

- 5.3.1** (Last Line) Effective 2005 – 2006 school year only, "the total annual salary will be paid in equal amounts divided among all paydays."

- 5.3.2** At the start of employment, each employee's rate of pay for the year shall be established. For the purpose of establishing a full work year, beginning 9/1/06 there shall be designated a minimum of one hundred eighty-four duty days and eight paid holidays. Those employees working less than a full year shall have as a basis the calendar duty days and holidays within the period worked. Effective September 2006 the first day of work for all paraprofessionals shall be on the first building level staff day for teachers in each school year.

Article 6 – Benefits

6.1 Insurance

6.1.1 Health Insurance Eligibility

- a. For employees hired before July 1, 1986, the District will provide hospitalization and major medical insurance for each employee, and his/her eligible dependents, provided the employee has worked for the District at least one (1) full school year and earned more than two thousand dollars (\$2,000), annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.
- b. For employees hired on or after July 1, 1986, the District will provide hospitalization and major medical insurance for each employee, and his/her eligible dependents, provided the employee has worked for the District at least one (1) full school year and earned more than four thousand dollars (\$4,000), annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.
- c. An employee who applies for health insurance coverage must furnish the District with the name and address of his/her spouse's employer.

6.1.2 The District shall offer an indemnity plan under a self insured health insurance program. The health insurance benefits currently provided through said plan shall be maintained. Said plan shall contain the following deductibles and coinsurance.

- a. Hospital Deductible (inpatient and outpatient combined): One hundred dollars (\$100) per individual per calendar year or three hundred (\$300) per family per calendar year for all covered hospital expenses.
- b. Major Medical Deductible: Two hundred dollars (\$200) per individual per calendar year, four hundred dollars (\$400) per "more than two-member family" per calendar year, an employee's payment toward dental insurance claims shall apply to the major medical deductible.
- c. Major Medical Coinsurance: After the major medical deductible has been met, the plan will pay eighty percent (80%) of all covered expenses for the remainder of the calendar year.

6.1.3 The Mohawk Valley Plan "Co-plan 15+ and the Capital District Physician's Health Plan Avid Care-15" will be offered as HMO options. The District's monetary obligation with respect to the provision of an HMO option shall be limited to the "premium equivalents" under the self-insured indemnity plan, except as modified by Sections 6.1.11 & 6.1.12.

- 6.1.4** The District shall continue the vision plan currently in effect, including examination, eyeglasses and contact lenses.
- 6.1.5** The District will pay ninety-nine percent (99%) of the premium for employees and sixty-six and two-thirds percent (66.66%) of that portion of the family plan premium that applies to family coverage subject to 6.1.11 and 6.1.12.
- 6.1.6** An open enrollment period shall be available to all employees during the first month of each school year. Any employee who otherwise qualifies for health insurance coverage who is not provided said benefit because of spousal coverage shall be eligible for health insurance coverage immediately following the unavailability of coverage through his/her spouse.
- 6.1.7 Dental Insurance Eligibility**
- a. For employees hired before July 1, 1986, the District will provided dental insurance for each employee, and his/her eligible dependents, provided the employee has worked for the District at least one (1) full school year and earned more than two thousand dollars (\$2,000) annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.
 - b. For employees hired on or after July 1, 1986, the District will provide dental insurance for each employee, and his/her eligible dependents, provided the employee has worked for the District at least one (1) full school year and earned more than four thousand dollars (\$4,000) annually, and provided that the employee does not have health insurance coverage provided by his/her spouse.
 - c. An employee who applies for dental insurance coverage must furnish the District with the name and address of his/her spouse's employer.
- 6.1.8** The dental insurance benefits currently provided shall be maintained. The District's dental plan shall contain the following deductibles and coinsurance.
- a. Deductible: an employee's payments toward dental insurance claims shall apply to the Major Medical deductibles as provided in Section 6.1.2(b).
 - b. Coinsurance: After the deductible has been met, the plan will pay eighty percent (80%) of all covered expenses for the remainder of the calendar year.
- 6.1.9** The District will pay eighty-five percent (85%) of the premium equivalent for eligible employees and fifty percent (50%) of that portion of the family plan that applies to family coverage subject to 6.1.11 and 6.1.12 should the District at some point offer a separate Dental Plan independent of medical coverage.
- 6.1.10** Any employee who otherwise qualifies for dental insurance coverage who is not provided said benefit because of spousal coverage shall be eligible for dental insurance coverage immediately following the unavailability of coverage through his/her spouse.
- 6.1.11** Effective July1, 2007 – The employee contribution rates shall apply to all health and dental insurance plans offered by the District and are no longer linked to the self funded plan.
- 6.1.12** Effective July 1, 2007 – The District shall pay a sum equivalent to eighty eight per cent (88%) of the premium for individual coverage and eighty five per cent (85%) of the premium for family coverage. An employee shall pay a sum

equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health and dental insurance plans offered by the District.

6.1.13 Retirees

- a. **Benefits** An employee who retires from the service of the District may continue to participate in the District's health insurance plan provided that the employee has at least ten (10) years credited service in the District at the time of retirement, and is enrolled in the plan prior to the effective date of retirement. Retirees shall receive the same benefits as active employees. Retirees shall not be eligible to continue to participate in the District's dental insurance plan.
- b. **Retirees Prior to July 1, 2007** For retirees whose effective date of retirement is prior to July 1, 2007, the retiree's share of premiums shall be determined by the District, and may be redetermined by the District as necessary.
- c. **Retirees After July 1, 2007** For retirees whose effective date of retirement is July 1, 2007 or thereafter, the District shall pay a sum equivalent to eighty-eight percent (88%) of the premium for family coverage. The retiree shall pay a sum equivalent to twelve percent (12%) of the premium for individual coverage and fifteen percent (15%) of the premium for family coverage. The contributions rates described herein shall apply to all health insurance plans offered by the District.
- d. **Post-Retirement Change of Coverage** Effective July 1, 2007, individuals shall be entitled to the level of coverage (individual or family) during retirement that they had at the time of retirement. They shall, however, be entitled to a lower level of coverage (e.g., family to individual). Individuals shall be entitled to a higher level of coverage in retirement (e.g., individual to family) provided that, in addition to the retiree contribution rate, the retiree shall pay the difference in the cost of the level of coverage from the level at retirement to the higher level of coverage.

OLD 6.1.11 Annuities: The District will continue its tax sheltered annuity plan, deducting from the gross pay of participating employees who request it, the premiums due and submitting the premiums to the designated underwriter or agent at the proper times. The employee will continue to enjoy free choice of the tax-sheltered annuity plans available. An employee may initiate, alter or discontinue a plan effective September 1, January 1, and/or May 1 of any year on three (3) weeks notice.
(SECTION MOVES TO 6.7)

OLD 6.1.12 Deductions: The District shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for any NYSUT member or agency fee payee. Such signed authorization may be discontinued at the end of the term upon written notice by the employee to the District. The District shall remit to the NYSUT Benefit Trust the payments deducted and shall

furnish the plan and the Federation with a list of all employees from whose salaries deductions have been made.

(SECTION MOVES TO 6.8)

6.1.14 Effective April 1, 2001, the District shall create and maintain a flexible benefit spending plan in accordance with Section 125 of the Internal Revenue Code. Such plan shall be made available to all unit members, and participation in said plan shall be at the sole discretion of the individual employee.

6.3 Sick Leave

6.3.1 Effective September 1, 2006, Paraprofessionals in their first and second year of employment shall be granted one and one half days (1 and 1/2) sick leave per month credited on the first of the month. Those paraprofessionals in their third year of employment and thereafter shall be granted fifteen (15) days of sick leave upon commencement of employment in September. Paraprofessionals employed after the opening of school shall have this benefit prorated.

6.3.1a Paraprofessionals employed as twelve-month employees shall receive three (3) additional sick days for their use during the months of July and August and any unused sick days shall be accruable towards accumulated sick leave days as described under section 6.3.4.

6.3.3 Employees with less than three (3) years of service may use two (2) days of sick leave for personal business reasons. Employees with three (3) or more years of service may use five (5) days of sick leave for personal business reasons. Personal business leave may not be taken on the workdays immediately before or after a holiday or recess period and shall not be used for vacation, recreational, or other employment purposes.

6.3.4 Employees shall be allowed to accumulate up to two hundred twenty-five (225) days of sick leave. Upon retirement, an employee shall be paid one-fourth (1/4) of the value of unused accumulated sick leave. If an employee's accumulated leave falls below 8 sick days, the employee shall be paid as a per diem employee upon submission of building sign-in sheets (this sentence expires as of June 30, 2006).

6.9 "Additional Benefits"- Insert language from old section 6.7.1 (tuition charges)

Article 9 – Working Conditions

9.1 Work Year:

Starting in September of 2006 full year paraprofessionals shall receive pay for one hundred eighty-four (184) duty days plus eight (8) paid holidays and any emergency days declared by the District during the school years covered by this Agreement. (Rest of language the same).

9.2 Work Day

Add:

Effective 7/01/07, all paraprofessionals shall be assigned work hours consecutively as determined by the Principal or Administrator between the following hours:

Elementary paraprofessionals – 8:00a.m. and 4:30 pm.

Middle School paraprofessionals – 7:00 a.m. and 4:30 p.m.

High School paraprofessionals – 6:30 a.m. and 5 p.m.

All other paraprofessionals – 6:30 a.m. and 5 p.m.

Paraprofessionals shall receive at the beginning of each school year a written description of their work schedule that shall be in effect for the entire school year unless mutually agreed upon in writing between the paraprofessional and their administrative supervisor.

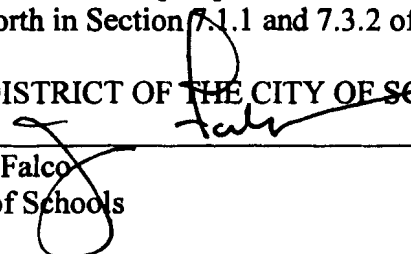
9.9 Add:

Effective July 1, 2007, bus duty as described under this section is eliminated.

9.10 Add:

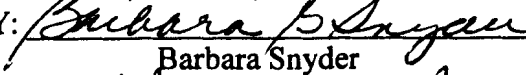
Effective July 1, 2007, the full-time equivalence shall be seven (7) hours per day exclusive of the unpaid, duty free lunch break. Paraprofessionals may be assigned to eight (8) hours per day positions as determined by the District. Promotions, assignments and transfers of paraprofessionals to eight (8) hour position shall be assigned as set forth in Section 7.1.1 and 7.3.2 of this Agreement.

THE CITY SCHOOL DISTRICT OF THE CITY OF SCHENECTADY

BY: 
Dr. John Falco
Superintendent of Schools

12/21/05
Dated

SCHENECTADY FEDERATION OF TEACHERS (PARAPROFESSIONAL UNIT)
LOCAL 803, NYSUT, AMERICAN FEDERATION OF TEACHERS

BY: 
Barbara Snyder
Paraprofessional Chairperson

12/21/05
Dated

BY: 
Laura Graves
President SFT

12/21/05
Dated

