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Contract Database Metadata Elements

Title: Cold Spring Harbor Central School District and Cold Spring Harbor Custodial Unit, United Public Service Employees Union (UPSEU) (2005) (MOA)

Employer Name: Cold Spring Harbor Central School District

Union: Cold Spring Harbor Custodial Unit, United Public Service Employees Union (UPSEU)

Effective Date: 07/01/05

Expiration Date: 06/30/11

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Memorandum of Agreement made and entered into this 12 day of ~~August~~ ^{February} 2007 by and between the negotiators for the COLD SPRING HARBOR CENTRAL SCHOOL DISTRICT (the "DISTRICT") and the COLD SPRING HARBOR CUSTODIAL UNIT, UNITED PUBLIC SERVICE EMPLOYEES UNION (the "UNION")

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract which expired on June 30, 2005, and

WHEREAS, the parties have arrived at a tentative agreement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the respective parties to the contract.
2. The signatories below agree to recommend this Memorandum for ratification.
3. A copy of this original document has been furnished to representatives of the District and the Union.
4. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
5. The provisions of the prior agreement shall be carried forwarded except as modified below.
6. Term: The term of this Agreement shall be from July 1, 2005 to June 30, 2011.
7. Salary: The annual salaries of members of the unit shall be increased as follows:

July 1, 2005 to June 30, 2006	-	3.25%
July 1, 2006 to June 30, 2007	-	3.25%
July 1, 2007 to June 30, 2008	-	3.75%
July 1, 2008 to June 30, 2009	-	4.25%

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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Please note: Contract not yet available

July 1, 2009 to June 30, 2010 - 4.50%

July 1, 2010 to June 30, 2011 - 4.25%

8. Longevity: Effective July 1, 2005, members of the unit shall receive longevity payments as follows:

At ten years of service ^{in the District} and thereafter until the next step	-	\$500
At fifteen years of service ^{in the District} and thereafter until the next step	-	\$750
At twenty years of service ^{in the District and thereafter}		\$1000

Said payments shall not be cumulative.

9. Health Insurance:

A. Health Insurance contributions for active employees shall be as follows:

1. Employees hired prior to July 1, 2000:

2007-2008	-	3% contribution
2008-2009	-	6% contribution
2009-2010	-	10% contribution

2. Employees hired after July 1, 2000:

2005-2006	-	10% of the 2000-2001 rate
2006-2007	-	10% of the 2000-2001 rate
2007-2008	-	10% of the 2000-2001 rate or 3%, whichever is higher
2008-2009	-	10% of the 2000-2001 rate or 6%, whichever is higher
2009-2010	-	10%

3. Employees hired after July 1, 2007 shall contribute 20% towards the premium.

B. Active employees who decline health insurance shall be paid 25% of the existing

District contribution, except that any employee who has declined health insurance coverage for the 2006-2007 school year shall, for as long as they continue to decline health insurance, be paid 50% of the District's contribution for said employee's health insurance at the 2007-2008 rate.

C. District contributions for health insurance in retirement shall be as follows:

1. Current employees with over 30 years of service ^{in the District} as of July 1, 2007.

i.e. Jay Genova, Kevin McGlynn and Donald Soper:

100% - Family

100% - Individual

2. Current employees with over ten years of service ^{in the District} as of December 31, 2008, ^{i.e.} Joseph Amendolare, James Byrnes, Walter Coleman,

James Collins, Christine Dowd, Paul Dwyer, Timothy Janson, Carl Johnson, Marc L'Hommedieu, Stephen Lukrally, James Martin,

Thomas McNulty, John O'Neill, Michael Ramsey, Vincent Scudieri, Joseph Servidio, Paul Smith and Walter Tillotson:

90% - Family

100% - Individual

3. Current employees with less than ten years of service ^{in the District} as of

December 31, 2008 and retiring with a minimum of fifteen years of service in the District:

90% - Family

90% - Individual

4. Employees hired after July 1, 2007 who retire with at least 15 years of service in the District:

75% - Family

75% - Individual

D. Upon retirement, employees shall receive a contract, attached as Exhibit A, guaranteeing contribution to premiums for retirees' health insurance at the applicable rates set forth above.

COLD SPRING HARBOR CENTRAL
SCHOOL DISTRICT

By: William F. [Signature]
[Signature]

COLD SPRING HARBOR CUSTODIAL
UNIT, UNITED PUBLIC SERVICE
EMPLOYEES UNION

By: Randy Tillman U.P.S.E.U.
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

EXHIBIT A

AGREEMENT, by and between the BOARD OF EDUCATION OF THE COLD SPRING HARBOR CENTRAL SCHOOL DISTRICT (hereinafter referred to as the DISTRICT) and (name of employee) hereinafter referred to as the EMPLOYEE).

WHEREAS, this agreement has been made between the DISTRICT and the EMPLOYEE to establish a binding contractual obligation on the part of the DISTRICT to continue certain health care benefits for the life of the EMPLOYEE, as the same is more particularly herein described during the EMPLOYEE's retirement.

NOW, THEREFORE, it is agreed as follows:

1. The DISTRICT agrees it shall provide family or individual health care coverage to the EMPLOYEE during retirement for the life of the EMPLOYEE with the District paying _____ % of the premium. The health care plan to be provided shall be the health care plan the DISTRICT provides to its active EMPLOYEES as the same be amended, modified or changed from time to time in the future through negotiations with the Union Public Service Employees Union (hereinafter referred to as the UNION).
2. It is specifically understood and agreed that this agreement shall extend to the EMPLOYEE upon retirement health care benefits equal to the same benefit level that the DISTRICT provides for then active employees who are represented by the UNION. Thereafter, the level of benefits and health care plan (not the DISTRICT's _____ % payment obligation) granted to the EMPLOYEE at the time of retirement may change and/or be modified in the future to the extent of changes and/or modifications of the health care plan and/or benefit level that occur as a result of negotiations with the UNION and that are then extended to active employees who are members of the bargaining unit represented by the ASSOCIATION or its successor.
3. The EMPLOYEE acknowledges that his/her health care benefits are solely established by and provided through the health care plan established by the labor contract between the DISTRICT and the UNION.
4. Notwithstanding the foregoing, the DISTRICT reserves the right to provide the level of health care benefits required by this agreement to the EMPLOYEE through an insured health plan, or a District self-funded plan (or combination thereof) and/or in conjunction with benefits provided under Medicare and/or available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE provided same is negotiated by the UNION.

5. This agreement shall not be modified in any manner unless specifically agreed to by the EMPLOYEE, DISTRICT and ~~UNION~~.

and

Superintendent of Schools

Date

President, Board of Education

Date

Employee

Date