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Contract Database Metadata Elements

Title: **Clarkstown Central School District and Clarkstown Association of Support Services (1999) (MOA)**

Employer Name: **Clarkstown Central School District**

Union: **Clarkstown Association of Support Services**

Local:

Effective Date: **07/01/99**

Expiration Date: **06/30/03**

PERB ID Number: **8773**

Unit Size: **9**

Number of Pages: **9**

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8773_06302003

Clarkstown Central School District
And Clarkstown Assn Of Support Svcs

*new P 117 SD
Personnel
3565 AD2*

MEMORANDUM OF AGREEMENT

Between

THE CLARKSTOWN CENTRAL SCHOOL DISTRICT ("DISTRICT")

and the

CLARKSTOWN ASSOCIATION OF SUPPORT SERVICES

("CLASS") / SAANYS

WHEREAS, the District and CLASS, by their respective representatives, have negotiated in good faith pursuant to New York Civil Service Law Article 14 (the "Taylor Law") in order to achieve a follow-up collective bargaining agreement to the one expiring of its own terms on June 30, 2000; and

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APR 12 2001

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

REV. 12/01/00

WHEREAS, subject to ratification by the Board of Education and the CLASS unit members, said representatives have reached agreement as hereby set forth in this Memorandum, and hereby pledge their best efforts to obtain such ratification.

THEREFORE, the representatives hereby set forth their agreement as follows:

1. All terms and conditions of the present collective bargaining agreement shall continue with full force and effect except as modified herein.
2. Cover. Change the term to "July 1, 2000 to June 30, 2003".
3. Article I. Delete: "Food Services Director". Add at the end: "Assistant Manager Information Systems (MIS) Director is not a unit position."
4. Article 2. Section 1. Retitle: "Increases". Replace text with the following: "Increases for the 2000-2001 school year are reflected in the listing of individual salaries attached as Appendix A, (assuming no reductions in salary during the year under the contract terms). In the 2001-2002 and 2002-2003 school years, the base salaries shall be increased by 3.95%. Upon the mutual written agreement of the parties exchanged no later than January 1, 2003, all terms and conditions of this Agreement shall be continued for 2003-2004 and the salary increase for said year shall also be 3.95%. Effective July 1, 2001, the minimum salary for Information Systems Analyst I shall be \$28,000 per annum."
5. Article 2. Section 2. Retitle: "Reductions of Increases." Change the last sentence in a) to read: "For example, the Section 1 increase for the unit member shall be

2.95% instead of 3.95%.” Change the last sentence in b) to read: “For example, the Section 1 increase for the unit member shall be 1.95% instead of 3.95%.”

6. Article 2. Section 3. Change “\$2400” in third sentence to read: “one percent (1%) of the total salary of all unit members”.

In the fourth sentence, delete all language other than: “Bonuses shall not be applied to base salaries.”

Add a fifth sentence: “The District will supply the Association’s president with a list of bonus awards.”

Add a sixth sentence: “The Transportation Dispatcher shall be paid a supervisory differential of \$100 per diem for each day that the Transportation Supervisor is absent.”

7. Article 5.A. Change “180” to “90”. Add: “An employee with more than 90 days in his or her sick leave bank as of July 1, 2000 shall maintain that number of days as his or her maximum cumulative bank. Irrespective of the foregoing limitations, for 41J purposes, only, employees may accumulate up to 165 days in a sick leave bank separately maintained for such purposes”.

8. Article 6.

D. Replace the third sentence with the following: “Vacation time shall be requested in writing at least one week prior to a vacation of one day, and at least three weeks prior to a vacation of two or more days, which requirements may be waived by the immediate

supervisor in his or her discretion in appropriate circumstances, subject to the needs of the District.”

E. (new). “Employees working less than one year shall receive a prorated number of vacation days on their first July 1st.”

F. (new). “Employees hired prior to July 1, 2000 may, upon resignation or retirement, be paid for all accrued vacation time at their per diem rate of pay.”

G. (new). “Employees hired on or after July 1, 2000, may, upon resignation or retirement be paid for a maximum of twenty-three (23) unutilized vacation days.”

9. Article 8.

Label existing paragraph Section “A.”

Add Section “B.” consisting of the existing Microsoft NT Amendment, as follows:

“As a consequence of the District utilizing Microsoft NT (later Windows 2000) software for its computer network, unit members in the job titles of Information Systems Analyst, Information Systems Analyst II, and Information Systems Manager (hereafter referred to as the “subject unit members” or “participating employees”) will be undertaking a Microsoft training program, consisting of four required and two elective courses (seven courses for Windows 2000), to become certified as network engineers. Subject unit members who become certified will thereafter maintain their certification, and receiving training necessary to maintain certification. Therefore, subject unit members who participate in the program shall receive additional salary as follows:

1. Subject unit members who successfully complete a required or elective course, as long as it is a Microsoft or Microsoft authorized course leading to certification as a network engineer, shall, upon completion of the course, receive a base salary increase of \$1,000 for up to a maximum of six courses.

2. Upon successful completion of all the courses which comprise the training program (was six, later seven), the subject unit member shall receive an additional base salary increase of \$4,000. It is understood, therefore, that any participating employee who successfully completes the training program shall receive a total base salary increase of \$10,000.

3. Successful completion shall be defined as passing all the tests required for a particular course, or, in relation to the \$4,000 increase, any further tests that might be required for certification as a network engineer.

4. If the successful completion of a Microsoft or Microsoft authorized course requires a participating employee to take a test for which there is a fee attached, the District agrees to pay that fee one time. Accordingly, if for any reason a participating employee must take the same test more than one time, the District is only obligated to pay the fee for the first test.

5. Each base salary increase is premised upon two years of future service with the District. Therefore, if a participating employee's employment with the District is terminated due to his/her resignation or discharge for cause the employee must repay to the District the full amount of the additional income received by him/her as a result of that increase if the termination of employment occurs within one year of receipt of the base salary increase. If a participating employee's employment with the District is terminated due to his/her resignation or discharge for cause more than one year, but less than two years, from receipt of a base salary increase the employee must repay to the District fifty percent (50%) of the additional income received as a result of that base salary increase. The District may deduct any money

owed as a result of this paragraph from an employee's last paychecks, and may recover the remainder in court if necessary."

Add a new Section "C." as follows:

"The cost of MCSE (Microsoft Certified Engineer) training shall be covered according to the following terms and conditions, with reimbursement handled as with college courses, Section A. At any one time only one unit member may be excused for such training, except up to three persons may be excused with the advance approval of the MIS Director. One-half (1/2) of the work time taken for such training shall be deducted from the employee's vacation time. The District retains sole discretion whether to provide salary reimbursement for non-MCSE training, and whether to grant salary enhancement for any training up to a maximum increase in base salary of \$15,000 per annum for multiple certifications."

10. Article 9.

C. (new): Add, subject to the District reaching agreement with all other impacted ERS employee units: "Employees shall be entitled to make application to amend their ERS (Employee Retirement System) plans to include credit for unused sick leave pursuant to 41J."

D. (new): Add,

"1. The District will post all known vacancies covered by this agreement on District bulletin boards for 10 working days. An employee who desires to apply for posted vacancies shall make written application with the District personnel office. Positions covered by the Civil Service Law will be filled in a manner consistent with civil service requirements.

2. The District, CLASS, and all unit members shall comply with the Civil Service Law and Rules.

3. If necessary during July and August, the District may hire temporary hourly workers to alleviate seasonal workloads. These workers may receive hourly wages less than those of current unit members. These temporary summer positions will be posted as stated in para. 1, above.

4. During the 10-month school year, the District, at its discretion, may hire temporary "interns/trainees" for the purpose of training and workload relief, and may set the salaries for same. However, the Association shall be notified of such hirees who shall become unit members after twelve (12) weeks.

5. The District will notify the president of CLASS in writing when any new employees covered by this agreement are hired.

E. (new): Add:,

"The District shall fund a pool for the unit of \$2,000 in 2000-2001, \$2,000 in 2001-2002, \$2,500 in 2002 - 2003, and \$2,500 in 2003-2004 (if the Agreement is extended) for professional meetings and conferences which the unit members wish to attend which relate to their employment. Advance application for approval must be made to the Assistant Superintendent for Business who shall have sole discretion in determining the appropriateness of


the activity, and the allocation of funds per request which shall be stated in his or her response if approval is given.

(subject to ratification)

SO AGREED,

CLARKSTOWN CENTRAL SCHOOL DISTRICT by

12/14/00
DATED



CLARKSTOWN ASSOCIATION OF SUPPORT SERVICES by

12/15/00
DATED



2000-2001 salaries**	1999-2000	2000-2001	If \$10K Training Credit	If \$15K of Training Credit
Jack Dossantos	53040	55135		
MaryAnn Prior	47736	50221		
Juan Villamar	38000	41500		
Linda Anastasia	27743	31400		
Rene Jacob	27743	31400		
Charlton Machado	27743	31400		
Kevin Morrison	27000	28066		
Carlos Ospina	24150	27066		
Thomas Prendergast	27000	31400		
Kevin Swift	27000	29526		
Mark Flood	21000	21829		
Harold Foley	51181	53203		
Carol Hollander	44351	47560		
Jean Michel	43020	44719		

486707 524425

**Reminder this assumes that no one has his/her salary reduced under the terms of the contract

37718

0.0774963

[Handwritten signature]
12/1/00