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Contract Database Metadata Elements

Title: **Schenectady City School District and Schenectady City School District Maintenance & Operational Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Schenectady County Local 847 (1997)**

Employer Name: **Schenectady City School District**

Union: **Schenectady City School District Maintenance & Operational Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Schenectady County Local 847**

Effective Date: **07/01/97**

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

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MEMORANDUM OF AGREEMENT

Between

6145_06302003

THE SCHENECTADY CITY SCHOOL DISTRICT

And

Schenectady City School District And
Csea Local 847 (Maintenance &
Operational)

IL SERVICE EMPLOYEES ASSOCIATION, INC.

**LOCAL 1000, AFSCME, AFL-CIO for the
SCHENECTADY CITY SCHOOL DISTRICT
MAINTENANCE AND OPERATIONAL UNIT of
SCHENECTADY COUNTY LOCAL 847**

**to amend the 1993-1998 collective agreement
between The Parties**

The Negotiating Committees for the City School District of the City of Schenectady and the Schenectady City School District Maintenance and Operational Unit hereby agree to a contract for the period of July 1, 1997 through June 30, 2003 based on the following:

1. All terms of the 1993-1998 collective agreement not altered, changed or deleted by the terms of this memorandum shall be made part of the successor agreement without modification except as to those provisions requiring changes of date.
2. The term of the successor agreement is July 1, 1997 to June 30, 2003.
3. Add a new Section 3.7 as contained in Appendix A.
4. Section 8.3.4 of the Agreement shall be modified as follows: delete the words "July 1, 1998" at the end of the second sentence and replace with "June 30, 2003."
5. A joint Labor-Management Committee shall be established consisting of at least the following members: 3 representatives selected by the President of the Union and 3 representatives selected by the Board of Education. Such other members shall be permitted as is mutually agreed upon by both parties. The purpose of the Committee is to review the provisions of Article 9 (specifically Sections 9.2.1 and 9.2.2) and produce a recommendation that the respective members of the Committee shall take to their respective constituency for consideration. The Committee is not authorized to bind either party with respect to its recommendation or in any other respect. The Committee shall issue its recommendation no later than June 30, 1998.

The Labor-Management Committee described in this Memorandum of Agreement is distinct from the Labor-Management Committee described in Article 14 of the collective bargaining agreement. However, nothing in this agreement is intended to limit members of the Article 14 Committee from serving on this Committee.

6. Notwithstanding the current provisions of the 1993-1998 collective agreement, the District shall provide compensation to employees during the 1997-98 year pursuant to the schedule attached as Appendix B. The Union specifically waives any obligation by the District to pay the previously negotiated 3% increase during the 1997-98 year.

7. Following the 1997-98 year, the District shall provide compensation to employees in the following manner:

- . 98-99: schedule attached as Appendix B (0% change)
- 99-2000: 2.5 % increase in all salaries on the schedule attached as Appendix B
- 2000-01: 2.5 % increase in 1999-2000 salaries
- 2001-02: 2.5 % increase in 2000-01 salaries
- 2002-03: 2.5 % increase in 2001-02 salaries

8. During the 1998-99 year, employees at Step 7 (and Step 8 where applicable) shall receive a stipend in the amount of 2.5% of the base salary listed in Appendix B. Such stipend shall not be added to the salary schedule in Appendix B but shall be an "off schedule" stipend. In the event that an employee is less than 1 FTE, the stipend shall be prorated.

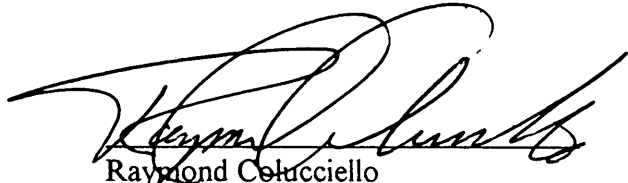
9. Add a new Section 10.11 as contained in Appendix C.

10. The District recognizes the new titles of Maintenance Mechanic (Electrician), Maintenance Mechanic (Plumber), Maintenance Mechanic (Mason), Maintenance Mechanic (HVAC), Maintenance Mechanic (Carpenter) recently approved by the Schenectady County Civil Service are positions appropriately placed in the Operations & Maintenance bargaining unit. The Union has not waived its right to bargain terms and conditions for these titles upon the execution of this Memorandum of Agreement.

11. All other proposals by each party have been withdrawn.

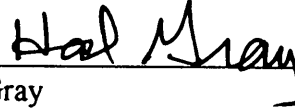
Dated: July 23, 1997

CITY SCHOOL DISTRICT OF THE
CITY OF SCHENECTADY

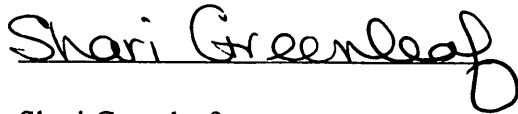


Raymond Colucciello
Superintendent of Schools

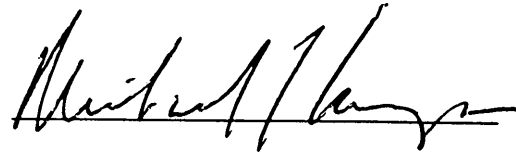
OPERATION AND MAINTENANCE



Hal Gray
President, Operation and Maintenance



Shari Greenleaf
Chief Negotiator



Michael Campon
Chief Negotiator

APPENDIX A

3.7 Maintenance of Staff

3.7.1. Employees Covered

There shall be no displacement of bargaining unit members who are employed by the District on or before July 1, 1997. For purposes of this section and consistent with Section 2.2.3, employment as a substitute, temporary or seasonal employee shall not be considered employment by the District. Nothing contained in this section shall be deemed to be a waiver of the District's right to discharge or otherwise affect the employment status of any employee pursuant to Articles 5 and 6 of this Agreement.

Both parties understand that the District retains all management rights to eliminate, alter or effect any change in existing positions held by current members of the bargaining unit upon the voluntary resignation or retirement of the employee or upon the voluntary acceptance by the employee of a different position, including a promotional opportunity. Thus, for example, a position held by a member of the bargaining unit employed by the District on or before July 1, 1997 may be eliminated upon the voluntary retirement of that employee.

3.7.2. Staffing Changes

Within the parameters established by New York State Civil Service Law and/or established by this Agreement, the District may reassign employees covered by 3.7.1 to a different title or position. In the event of such a reassignment, the employee shall suffer no loss of pay with respect to base salary. For purposes of this section, the differential paid pursuant to Sections 10.6, 10.8, 10.10, and/or 15.4 shall not be considered base pay.

Any employee whose position is eliminated between July 1, 1997, through August 8, 1997, shall be considered employed in the position they hold following any bumping as described in Section 3.3.2 for purposes of determining loss of pay under this section. Such positions shall include 2 MEOs, 2 Maintenance Workers and 1 Senior Custodian position.

Any probationary or permanent employee who is currently serving in a temporary position pursuant to section 10.5 shall be considered employed in their probationary or permanent position for purposes of determining loss of pay under this section.

Any employee who voluntarily accepts a different position, including a promotional opportunity, shall be considered employed in their current position for purposes of determining loss of pay under this section.

3.7.3. Expiration

The provisions of this section (Section 3.7) shall be effective for the six years covered by this Agreement. Notwithstanding the requirements of Civil Service Law section 209-a(1)(d) and section 209-a(1)(e), this section (Section 3.7) shall expire on June 30, 2003.

Appendix B

A. APPLICABLE SALARY SCHEDULES

<u>Job Title</u>	<u>Salary Schedule</u>
Cleaner	Operations 1
Custodian	Operations 2
General Equipment Mechanic	Maintenance 3
Groundsperson	Operations 2
Head Custodian- High School	Operations 5
Head Custodian- Middle School	Operations 4
Laborer	Maintenance 1
Maintenance Worker	Maintenance 3
Messenger	Maintenance 1
Senior Custodian	Operations 3
Stock Clerk	Maintenance 3
Utility Person	Maintenance 2

BASE SALARY SCHEDULE: MAINTENANCE 1997-98

Step	1 (Laborer/ Messenger)	2 (Utility Person)	3 (Maint. Worker, etc.)
1	20,040	22,076	24,873
2	21,078	23,377	26,211
3	22,097	24,674	27,551
4	23,125	25,975	28,891
5	24,141	27,278	30,230
6	25,677	29,017	32,203
7	27,572	31,108	34,538
8	31,664		

BASE SALARY SCHEDULE: OPERATIONS 1997-98

Step	1 (Cleaner)	2 (Cust. & Ground.)	3 (Sr Cust.)	4 (Hd Cust. MS)	5 (Hd Cust. HS)
1	20,040	25,387	27,044	28,462	30,436
2	21,078	26,361	27,977	29,413	31,385
3	22,097	27,206	28,898	30,355	32,332
4	23,125	28,056	29,825	31,303	33,274
5	24,141	28,898	30,756	32,250	34,222
6	25,677	30,194	32,139	33,706	35,687
7	27,572	32,276	34,462	36,149	38,271
8	30,097				

APPENDIX C

10.11 Retirement Incentive

10.11.1. Definitions

As used in this Article, the following terms are defined as follows:

"Eligible employee" means an employee who is, or will become during the school year, age eligible to retire according to the law and rules applicable to the New York State Retirement System and who is, or will become during the school year, tier eligible to retire, i.e., will receive full pension benefits upon retirement according to the law and rules applicable to the New York State Retirement System. An eligible employee must have worked for the District for at least 10 years, not including service as a substitute employee.

"Age eligible employee" means an employee who is age eligible to retire according to the law and rules applicable to the New York State Retirement System and who is not tier eligible to retire, i.e., will not receive full pension benefits upon retirement according to the law and rules applicable to the New York State Retirement System. An age eligible employee must have worked for the District for at least 10 years, not including service as a substitute employee.

10.11.2. Retirement Options

The District will offer the following retirement incentive in the 1997-98 school year and in each successive school year covered by this contract.

The options are available to eligible employees July 1 of the employee's first year of eligibility and to age eligible employees July 1 of every school year the employee meets the definition of age eligible employee. The employee may choose either:

- a. A split life insurance policy of \$100,000 or whatever amount up to \$100,000 can be purchased with a premium cost of no more than 10% above the ordinary cost for a healthy person of the same age. At the option of the employee, the same amount can be put towards a policy for the employee's spouse, or divided between the employee and his or her spouse, instead of the employee; or
- b. $\frac{1}{3}$ of the employee's base salary.

The foregoing choices are solely within the discretion of the employee. However, if an eligible employee neither retires in his/her first year of eligibility nor obtains a deferral pursuant to this Article, the employee waives the ability to utilize the foregoing options.

10.11.3. Notice of Intent to Retire or Request a Deferral

In the 1997-98 school year, an employee will be eligible for the retirement incentive only if the employee submits a notice of intent to retire or a request for deferral no later than November 15, 1997. In each subsequent school year, an employee will be eligible for the retirement incentive only if the employee submits a notice of intent to retire or a request for deferral no later than September 30th of that school year. In any event, the employee must provide such notice at least two months prior to the effective date of the retirement.

10.11.4. Effective Date of Retirement

a. In each school year, an eligible employee whose birthdate is July 1 through December 31 will be eligible for the retirement incentive only if the effective date of the employee's retirement is on or before January 1 of that school year. In each school year, an eligible employee whose birthdate is January 1 through June 30 will be eligible for the retirement incentive only if the effective date of the employee's retirement is effective on or before June 30 of that school year.

b. In each school year, an age eligible employee will be eligible for the retirement incentive only if the effective date of the employee's retirement is on or before June 30 of that school year.

10.11.5. Deferral

If an eligible employee wishes to defer the option until a later date, the employee must notify the Superintendent of Schools of his/her request for a deferral no later than September 30th. The decision of the Superintendent may be appealed to the Board of Education. However, the decision of the Superintendent and/or the Board of Education is not subject to the grievance procedures contained in this Agreement.

10.11.6. Expiration

The provisions of this section (Section 10.11) shall be effective for the six years covered by this Agreement. Notwithstanding the requirements of Civil Service Law section 209-a(1)(d) and section 209-a(1)(e), this section (Section 10.11) shall expire on June 30, 2003.