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Contract Database Metadata Elements

Title: Berlin Central School District and Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO, Local 1000 & Berlin School District Unit, Rensselaer County Educational Local 871 (1999) (MOA)

Employer Name: Berlin Central School District

Union: Civil Service Employees Association, Inc. (CSEA), AFSCME, AFL-CIO

Local: 1000 & Berlin School District Unit, Rensselaer County Educational Local 871

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Berlin Central School District And
Csea Local 871 (Non-Instructional
Unit)

MEMORANDUM OF AGREEMENT

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THIS MEMORANDUM OF AGREEMENT, is entered into by and between the BERLIN CENTRAL SCHOOL DISTRICT ("District"), and CSEA, Local 1000, AFSCME, AFL-CIO Berlin School District Unit, Rensselaer County Educational Local 871 ("CSEA") for the period July 1, 1999 through June 30, 2003, and continues all terms and conditions of employment contained in the Agreement dated July 1, 1996-June 30, 1999, except as expressly amended or modified herein.

1. ARTICLE I, DEFINITIONS, Definition of a 12-month and a 10-month employee, Appendix A.
2. ARTICLE VI, COMPENSATION, Section 1: The salary schedules shall be increased, Appendix B.
3. ARTICLE VI, COMPENSATION, Section 1(a) Longevity, add 25 and 30 years, Appendix C.
4. ARTICLE VI, COMPENSATION, Section 1(b), Grandfather, Appendix D.
5. ARTICLE VI, COMPENSATION, Section 1(c) Attendance Bonus will be eliminated and .75% increase shall be reflected in the modified salary schedules contained in Appendix ~~B~~^{B1} Appendix E.
6. ARTICLE VI, COMPENSATION, Section 7. Teaching Assistants shall be provided compensation for grade level coverage, Appendix F.
7. ARTICLE VI, COMPENSATION, add a new section: "Direct Deposit", Appendix G.

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8. ARTICLE VI, COMPENSATION. Add micro-computer technician title and

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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interpreter to the Agreement, Appendix H.

9. ARTICLE X, Section 9 SICK LEAVE. Teacher Assistants, increase compensation for unused sick leave, Appendix I.
10. ARTICLE X, Section 9, SICK LEAVE, clarify accrual of sick leave for employees with less than 12 months service, Appendix J.
11. ARTICLE X, Section 10, PERSONAL LEAVE, clarify when personal leave may be granted, Appendix K.
12. ARTICLE X, Section 11, BEREAVEMENT LEAVE, clarify use of bereavement leave, Appendix L.
13. ARTICLE X, new Section 12, JURY DUTY LEAVE, Appendix M.
14. ARTICLE XI, Sick Leave Pool shall be modified to require one day of sick leave donation for participation effective October 1, 2000; incorporate 1/10 memorandum of agreement; eliminate last sentence, Appendix N.
15. ARTICLE XIII, INSURANCE. Modify contributions; HMO; Plan maximums, Section 125 Plan, Appendix O.
16. ARTICLE XII, RETIREMENT. Modify plan for Tier 1 and 2, Appendix P.
17. ARTICLE XIX, Section 3. New section: Term of the Agreement, Appendix Q.
18. New Section: Labor Management Committee on job descriptions, Appendix R.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representative.

BERLIN CENTRAL SCHOOL
DISTRICT

Kenneth A. Decker
Anna Neachow

DATED:

11/7/2000

CSEA LOCAL 1000, AFSCME, AFL-CIO
RENSELAER COUNTY EDUCATIONAL
LOCAL 871

Michael J. Sheldon
Maureen A. Brooks
Virginia K. Vincent
Camela A. DeShane
James Sanchez
Rebecca A. Giunazza
Charles J. Hamill

DATED:

11/7/00

ARTICLE I
DEFINITIONS

A "Ten Month Employee" is a full-time employee appointed to a permanent position and assigned to a regularly established work day of four hours or more per day for a ten month school year or is a part-time employee appointed to a permanent position and assigned to a regularly established workday of less than four hours per day for a ten month school year.

A "Twelve Month Employee" is a full-time employee appointed to a permanent position and assigned to a regularly established work day of four hours or more per day for a twelve month school year or is a part-time employee appointed to a permanent position and assigned to a regularly established workday of less than four hours per day for a twelve month school year.

APPENDIX A

ARTICLE VI
COMPENSATION

Section 1. Salary Schedules. The salary schedules are in Appendix A and reflect the following increases:

Effective ^{July} ~~January~~ 1, 1999 - 3% for regularly scheduled hours only

Effective July 1, 2000 - 3.75%

Effective July 1, 2001 - 3.~~25~~⁰%

Effective July 1, 2002 - 3.25%

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APPENDIX B

ARTICLE VI
COMPENSATION

Section 1(a) Longevity. Longevity increases shall be paid on the anniversary date of the employee's 1st, 5th, 10th, 15th, 20th, 25th and 30th years of service.

APPENDIX C

ARTICLE VI
COMPENSATION

Section 1(b): School secretaries at Grafton and Stephentown who are employed prior to June 30, 2000 shall receive twenty (\$0.20) cents per hour above the established hourly rate on the salary schedule. The employees hired in such positions after June 30, 2000 shall be paid the regular hourly rate on the salary schedule.

APPENDIX D

ARTICLE VI
COMPENSATION

Section 1(c) shall be eliminated from the Agreement.

APPENDIX E

ARTICLE VI
COMPENSATION

Amend Section 7 to add the following sentence:

All Teaching Assistants who are assigned grade level coverage for teachers to attend monthly grade level meetings and who assume full responsibility for such teachers in their absence shall be compensated in accordance with this section of the Agreement.

APPENDIX F

ARTICLE VI
COMPENSATION

Section 8:

DIRECT DEPOSIT. Employees will have two (2) options: (A) School Systems' Federal Credit Union; (b) Fleet Bank-Berlin. Such electronic deposit will be for entire check only and implemented no later than April 30, 2001. By December 31, 2001, there will be no entire check limit.

APPENDIX G

ARTICLE VI
COMPENSATION

The titles micro-computer technician and interpreter will be added to the salary schedule.


APPENDIX H

ARTICLE X

SICK LEAVE - TEACHER ASSISTANTS

Section 9:

Teaching Assistants at retirement will receive \$35/day for unused sick leave in excess of
~~thirty (30) days~~ up to 200 days, ~~paid~~

11/7/2000


APPENDIX I

ARTICLE X

HOLIDAYS, VACATION, LEAVE OF ABSENCE

Section 9, Sick Leave, shall be amended to add the following:

An employee who is not a full-time, twelve month, employee shall be credited with 1 1/4 days (scheduled hours) of sick leave per month when the employee has worked the majority of the days in a month.

APPENDIX J

ARTICLE X
PERSONAL LEAVE

Section 10. Personal Leave. (a) Employees will be granted up to three (3) days (scheduled hours) per year for important personal business defined as legal business, death of a relative, except as stated in Section 11 below, and other situations which require the employee's attention and presence. Personal leave shall not be used to extend a holiday or vacation period without prior approval of the appropriate administrator or superintendent.

APPENDIX K

ARTICLE X

BEREAVEMENT LEAVE

Section 11. Bereavement Leave. Up to five (5) consecutive days will be granted to employees for each death in the immediate family which includes father, mother, spouse and children. Up to three (3) consecutive days bereavement leave will be granted to employees for each death in the family which includes brother, sister, mother/father-in-law, son/daughter-in-law, grandchildren and grandparents. The Bereavement Leave must be immediately associated with the date of death of the person for whom the leave is used, and the leave shall be taken in consecutive days. One additional day may be used to extend the above bereavement leave when necessary, and will be taken from personal leave or personal sick leave.

APPENDIX L

ARTICLE X
JURY DUTY LEAVE

New Section 12: Jury Duty. Each employee will be entitled to jury duty leave upon proof of a summons for jury duty with the necessity of each day's absence from work. Employees who are required to serve as jurors will continue to receive their regular compensation.

APPENDIX M

ARTICLE XI
SICK LEAVE POOL

Modify first sentence of Section (a) to:

A sick leave pool shall be established to provide additional sick leave credits to non-instructional staff members with two (2) or more years of service as of October 15 who have exhausted sick leave days because of extended disability or long-term catastrophic illness.

Modify last sentence of Section (a) to:

Effective September 24, 2000, the pool shall consist of voluntary contributions from employees made prior to October 15 of each year of up to 24 hours unused sick leave with a minimum contribution of one scheduled working day per employee to enter and maintain eligibility in the sick leave pool each year, unless the employee enters the year while drawing on the Sick Leave Pool.

Delete last sentence of (b):

The Committee shall submit a record of its decisions and judgments for annual review to both the CSEA and the District by June 30 of each school year.

APPENDIX N

ARTICLE XIII

INSURANCE

Section 1. The School District provides health insurance coverage through Blue Shield of Northeastern New York, and Capital District Physicians Health Plan ("CDPHP").

Section 2.1. (a) Effective December 1, 2000, employees hired prior to July 1, 1990, shall contribute 3.3% toward the cost of the premium for individual coverage; provided, however, that the annual contribution shall be capped at \$100.

(b) There shall be no change in two-person and family coverage contributions through June 30, 2001 for employees hired prior to July 1, 1990.

Section 2.2 (a) Effective July 1, 2001, employees hired prior to July 1, 1990, shall contribute 6.6% towards the cost of the premium for individual coverage; provided, however that the annual contribution shall be capped at \$200.00. ^{10.00 pp}

(b) Effective July 1, 2001, employees who were hired prior to July 1, 1990, shall contribute 6.6% toward the cost of two-person and family premiums; provided, however, that the annual contribution to such cost for CDPHP shall be capped at \$500.00. ^{25.00 pp} Provided further, however, that the annual contribution to such costs for Blue Shield shall be capped at \$505 for two-person coverage and \$530 for family coverage. ^{26.50 pp}

APPENDIX O

- Section 2.3 (a) Effective July 1, 2002, employees hired prior to July 1, 1990, shall contribute 9.99% toward the cost of the premium for individual coverage; provided, however, that the annual contribution shall be capped at \$330.
- (b) Effective July 1, 2002, employees hired prior to July 1, 1990, shall contribute 9.99% toward the cost of the two-person and family premiums; provided, however, that the annual contribution to such cost for CDPHP shall be capped at \$800. Provided, further, however, that the annual contribution to such costs for Blue Shield shall be capped at \$830 for two-person coverage and \$875 for family coverage.

Section 2.4 For employees hired on or after July 1, 1990, health insurance benefits will be made available to those employees scheduled to work 30 hours or more per week, at a minimum of six (6) hours per day.

- Section 2.5 (a) Effective December 1, 2000, employees covered by Section 2.5 shall pay no more than 40% of the cost for individual, two-person or family coverage.
- (b) Effective July 1, 2001, employees covered by Section 2.5 shall pay no more than 35% of the premiums for individual, two-person or family coverage.
- (c) Effective July 1, 2002, employees covered by Section 2.5 shall pay no

APPENDIX O

more than 30% of the cost for individual, two-person or family coverage.

Section 3. The deductible for all employees enrolled in Blue Shield will be \$100
(individual)/\$300 (family).

Section 4 is unchanged.

Section 5 will be deleted, and the paragraphs renumbered.

Section 6 is unchanged but will be renumbered as Section 5.

New Section 6 The lifetime cap on the health insurance/major medical shall be
raised from \$250,000 to \$1,000,000.

New Section 7 IRS Code § 125 Plan. The Board shall establish a flexible
spending plan pursuant to Section 125 of the IRS regulations. The
plan options for premium contributions, unreimbursed medical
expenses and dependent care will be implemented on or before
three (3) months after execution of this Agreement.

APPENDIX O

ARTICLE XII

RETIREMENT

Effective on or before three (3) months after execution of this Agreement and subject to the Employees' Retirement System rules and procedures, all employees who are enrolled in Tier I or Tier II of the Employees' Retirement System will be covered under the Career Plan known as "75-i".

APPENDIX P

ARTICLE XIX

TERM OF THE AGREEMENT

SCOPE, EXTENSION, AND APPROVAL OF THE AGREEMENT.

New Section 3. The term of this Agreement shall be from July 1, 1999 to June 30, 2003.

APPENDIX Q

NEW SECTION OF THE CONTRACT:

A labor management committee shall be established to review job descriptions for all unit employees and to make recommendations for revisions. The committee shall make such recommendations to the Superintendent for his final review and determination.

APPENDIX R