

MEMORANDUM OF AGREEMENT
between
PORT JERVIS CITY SCHOOL DISTRICT
and
CSEA, LOCAL 1000, AFSCME, AFL-CIO
PORT JERVIS CITY SCHOOL DISTRICT UNIT #7912
ORANGE COUNTY LOCAL 836

MEMORANDUM OF AGREEMENT, dated this 20th day of April, 2015, by and between the negotiating representatives of the PORT JERVIS CITY SCHOOL DISTRICT (hereinafter referred to as the "District") and the negotiating representatives of CSEA, Local 1000 AFSCME, AFL. - CIO, PORT JERVIS CITY SCHOOL DISTRICT UNIT #7912, ORANGE COUNTY 836 (hereinafter referred to as "CSEA" or "Association").

1. General:

The labor agreement between the parties for the period of July 1, 2010 to June 30, 2013, did expire on June 30, 2013. The parties herewith agree that said agreement shall be modified as of July 1, 2013, to the extent set forth herein, as a result of their collective bargaining for a successor agreement to said expired contract. Except for changes in language to said agreement made necessary by the following agreement, the provisions of said contract shall remain unchanged.

2. Contingencies:

A. This agreement is subject to formal ratification by the Board of Education and the membership of the Association. Such ratification shall occur within forty-five (45) days of the date of execution of this memorandum of agreement. If either party fails to ratify or fails to act within the aforesaid forty-five (45) day period, this memorandum of agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of

negotiating representatives for each party will urge their respective principals to ratify this memorandum of agreement.

B. The parties agree to incorporate this memorandum of agreement into a more formal written agreement. The terms of this agreement become effective upon full ratification of this memorandum of agreement.

3. Terms:

A. RECOGNITION, DEDUCTIONS AND SENIORITY – ARTICLE I

Insert new titles for Accountant, Information Technology Supervisor, Computer Services Specialist, Public Information Specialist, Occupational Therapist, Occupational Therapist Assistant and Licensed Practical Nurse.

Exclude the title Confidential Secretary to Superintendent/Assistant Superintendent.

B. WORKDAY AND WORKWEEK – ARTICLE II

The parties will convene a labor relations committee within 30 days of full ratification of this Memorandum of Agreement to negotiate the procedures for inclement weather, emergency days, snow days and district wide delayed openings, early dismissals and closings.

C. COMPENSATION – ARTICLE III

SECTION 3 – PREMIUM PAY

Rewrite last sentence of paragraph “D” (NIGHT SHIFT DIFFERENTIAL) to read as follows: “Additionally, any unit member of the custodial staff that is assigned by the Director of Building and Grounds or his/her designee to work the night shift as Custodian-In-Charge shall receive twenty-nine (\$.29) cents per hour added to their base wage as compensation.”

SECTION 4 – PROMOTIONS

Amend language as follows:

An employee receiving a promotion to a non-supervisory title shall be placed on that step on the schedule to which they are promoted based

on the following: They will be placed on the step which results in a \$1,000 increase in gross annual salary. If no step generates exactly a \$1,000 increase, then the employee will be placed on the step which guarantees at least an hourly adjustment that generates the \$1,000 increase based upon an employee's gross annual salary.

An employee receiving a promotion to a supervisory position shall be placed on that step on the schedule to which they are promoted based on the following: They will be placed on the step which results in a \$1,500 increase in gross annual salary. If no step generates exactly a \$1,500 increase, then the employee will be placed on the step which guarantees at least an hourly adjustment that generates the \$1,500 increase based upon an employee's gross annual salary.

The term "promotion" for the purposes of this provision shall be defined as:

1. Movement to a higher classification within a department (this includes a combination job); or
2. Appointment to a higher paying position through a promotional or open competitive exam.

SECTION 6 - WAGES

Effective July 1, 2013: .75% increase in base salary for all unit members.

Effective July 1, 2014: .75% increase in base salary for all unit members. 10 month employees who were off-schedule as of June 30, 2013 shall also receive a one-time payment of \$250 that is not part of base salary. 12 month employees who were off-schedule as of June 30, 2013 shall also receive a one-time payment of \$500 that is not part of base salary. The off-schedule payment shall be made in a separate check within thirty (30) days of full ratification.

Effective July 1, 2015: .75% increase in base salary for all unit members. 10 month employees who were off-schedule as of June 30, 2014 shall also receive a one-time payment of \$250 that is not part of base salary. 12 month employees who were off-schedule as of June 30, 2014 shall also receive a one-time payment of \$500 that is not part of base salary. The off-schedule payment shall be made in a separate check by July 31, 2015.

Effective July 1, 2016: 1.0% increase in base salary for all unit members. There shall be no off schedule payments.

All retroactive salary increases shall be made in a separate check within thirty (30) days of full ratification.

The off-schedule adjustment for all unit members employed on or before November 16, 2010, equal to 21 cents per hour, shall continue in full force and effect. This adjustment is made for the purpose of offsetting the additional health insurance premiums paid by members of this unit. A list of employees receiving this adjustment shall be attached to the collective bargaining agreement as Appendix G.

D. LEAVES – ARTICLE 6

SECTION 2 – ACCUMULATED SICK DAYS

Rewrite paragraph “A” to read as follows: “An employee who is retiring under the provisions of the New York State Employment Retirement System will receive a benefit contribution as provided for in paragraph “D” in this Section for a proportion of the unused sick leave, which he or she has accumulated for a maximum of 250 days.”

At the end of paragraph “C”, add a new sentence to read: “When the employee is unable to give 6 months’ notice prior to the date of retirement, the District may allow the employee to take advantage of this benefit. The decision of the District is final, non-precedent setting and not subject to a grievance.”

SECTION 4 – BEREAVEMENT

Rewrite the last sentence to read: “A unit member may take one day, per occurrence, to attend the funeral of an aunt, uncle, niece or nephew.”

Likewise: “A unit member may also take one day, per occurrence, to attend the funeral of an aunt, uncle, niece or nephew of the unit member’s significant other (as defined in Article 6, Section 1(C)).”

E. PENSION, HEALTH INSURANCE, MEDICAL EXAMINATION, DENTAL PLAN – ARTICLE 7

CAPTION: Add VISION PLAN

SECTION 2 – HEALTH INSURANCE

Add a new sentence in paragraph (A) to read as follows: “If the District offers other health insurance plans that are more costly than its primary plan (Orange-Ulster Health Plan) the employee, in addition to the contribution of the primary plan, shall be responsible for the difference between the primary plan and the more expensive plan.

In the third line of the second section of paragraph (C), replace “husband and wife” with “spouse”.

SECTION 4 - DENTAL PLAN

Effective July 1, 2013: The District shall contribute annually \$1,389.24 per employee towards the Equinox Dental Plan.

Effective July 1, 2014: The District shall contribute annually \$1,423.92 per employee towards the Equinox Dental Plan.

Effective July 1, 2015: The District shall contribute annually \$1,438.20 per employee towards the Equinox Dental Plan.

Effective July 1, 2016: The District shall contribute annually \$1,452.60 per employee towards the Equinox Dental Plan, and thereafter unless and until superseded by a successor collective bargaining agreement between the parties.

The District shall have the right to change dental insurance plan provided the new plan's benefits are substantially equivalent to the current Equinox Dental Plan. The District shall give the Union no less than 90 days' notice of such change and provide the Union at that time with the complete plan document for the new plan. The Union shall have the right to disagree with the plan within 90 days of receiving the plan by filing a grievance. The matter shall be submitted at Stage 4 of the Grievance Procedure set forth in Appendix “B”.

SECTION 5: VISION PLAN

Effective July 1, 2013: The District shall contribute annually \$286.32 per employee towards the Platinum 12 Vision Plan.

Effective July 1, 2014: The District shall contribute annually \$289.20 per employee towards the Platinum 12 Vision Plan.

Effective July 1, 2015: The District shall contribute annually \$292.08 per employee towards the Platinum 12 Vision Plan.

Effective July 1, 2016: The District shall contribute annually \$294.48 per employee towards the Platinum 12 Vision Plan, and thereafter unless and until superseded by a successor collective bargaining agreement between the parties.

The District shall have the right to change vision insurance plan provided the new plan's benefits are substantially equivalent to the current Platinum 12 Vision Plan. The District shall give the Union no less than 90 days' notice of such change and provide the Union at that time with the complete plan document for the new plan. The Union shall have the right to disagree with the plan within 90 days of receiving the plan by filing a grievance. The matter shall be submitted at Stage 4 of the Grievance Procedure set forth in Appendix "B".

F. DISCIPLINARY PROCEDURE: ARTICLE 22 SECTION 5

At the end of the paragraph in Section 5 add the following:

In the event a disciplinary grievance is not filed within fourteen (14) days, the penalty shall be implemented and cannot be challenged.

At the end of Section 9 add new paragraph as follows:

The parties shall select from the following panel of hearing officers on a rotating basis:

Ira Lobel

Thomas Rinaldo

Jay Siegel

Howard Edelman

Phillip Maier

In the event a hearing officer from the above list is not available to serve within 90 days, the next hearing officer on the list who is available will be selected unless the parties agree in writing to shorten or extend the 90 day time period.

Remove Section 10

G. RETIREMENT INCENTIVE PROGRAM: ARTICLE 23

Adjust dates in the last sentence of paragraph B(4)(a) to read as follows: "By way of example, if a cafeteria employee's retirement date is June 10, 2014, then the twelve (12) month measurement intervals

are July 1, 2011 through June 30, 2012, July 1, 2012 through June 30, 2013 and July 1, 2013 through June 30, 2014.

Amend section (5) to extend the expiration date to June 30, 2017.

H. DURATION - ARTICLE 27

The term of this Agreement shall be for a period of four (4) years and such term shall be deemed to commence on July 1, 2013 and terminate on June 30, 2017. Notwithstanding the execution date of this Agreement, the provisions of each section of this Agreement shall be retroactive, where applicable, to July 1, 2013 and continue in full force and effect until June 30, 2017.

NEGOTIATING REPRESENTATIVES OF THE
PORT JERVIS CITY SCHOOL
DISTRICT

Thomas M. Donaghy
Irelei C.
Donald R. Press

NEGOTIATING REPRESENTATIVES OF
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