

**MEDIATOR'S PROPOSED**

**MEMORANDUM OF AGREEMENT**

**BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE YORKTOWN CENTRAL SCHOOL DISTRICT, hereinafter referred to as "the District" and THE YORKTOWN CSEA CUSTODIAL UNIT, hereinafter referred to as "the Association";**

**WHEREBY, the District and the Association agree to revive and incorporate the provisions in their Collectively Negotiated Agreement into a three year successor agreement effective July 1, 2012 and terminating on June 30, 2015, except as modified by the following provisions:**

- 1) Duration – 3 years
- 2) Article 6.1 - Annual Salaries – **CHANGE:** Custodial Salary schedule shall reflect the following increases:

Effective 7/1/12 – No change (same as schedules as in 2011-12)

Effective 7/1/13 – 1.9%

Effective 7/1/14 – 1.9%.

- 3) Article 6.2 – **DELETE** O&M Foreperson stipend in its entirety.
- 4) Article 15.2 – Health Insurance in Retirement – **CHANGE** : effective 7/1/13 the vesting period for entitlement to district contributions toward retiree health insurance shall be 15 years of service with the district; provided, however, that any unit member with at least 15 years of service in this school district who retires to receive benefits from the New York State Employees Retirement System on or before July 1, 2015 shall be entitled to an 85% District contribution towards the costs of health insurance premiums during the time of his or her retirement. For employees who retire on or after July 2, 2015, the percentage shall revert to 80% district contribution toward the costs of health insurance premiums during the time of the employee's retirement with a minimum vesting period of 10 years of district service. **ADD:** A \$3,000 retirement incentive to be awarded to a unit member who submits an irrevocable letter of resignation to retire by August 31, 2013 and received by the district no later than March 15, 2013.
- 5) Article 16.1 – Health Insurance – **CHANGE:** employee contribution level to increase by 1% per year effective 7/1/13 and again on 7/1/14.
- 6) Article 19.4 – Salary Advancement – **CHANGE:** effective July 1, 2013 new employees will be hired based on a salary range for the title they hold between step 3 and 5; provided, however, that no employee hired after July 1, 2013 shall be hired at a step greater than a unit member on staff on June 30, 2013 in the same job title. Employees hired July 1, 2013 and after will not advance a step increment in subsequent years. Employees hired prior to July 1, 2013 will continue to advance on the salary schedule established.
- 7) To amend various provisions to require all absences to be reported on Sub Finder system and not to supervisors except to the extent where seeking prior approval is applicable.

*Retro*

- 8) Form a committee to study and propose to the bargaining teams a plan for the equitable distribution of overtime when employees in a building are unavailable and amend the Agreement to provide that there shall be at least 2 labor/management committee meetings held each year of the Agreement, unless otherwise mutually agreed.
- 9) Replace Section 75 Civil Service Law hearing rights with just cause discipline for the competitive class employees and noncompetitive class employees based upon reaching permanent status for competitive class and after 5 years of service for the non-competitive. Labor class employees with at least 12 years of district service shall be entitled to just cause disciplinary arbitration upon the same basis. **Apart** from engaging a disciplinary arbitrator in lieu of a Section 75 Civil Service Hearing Officer, all of the procedures attendant to a Section 75 hearing shall apply, including pay rights, prior to disciplinary outcome, if any. The disciplinary arbitrators shall be Jeffrey Selchick, Louis Patack, Sheila Cole and David Stein. A single arbitrator shall be selected on a rotating basis to the extent practicable or otherwise based on first availability. The decision of the arbitrator shall be final and binding upon the parties in all regards and the arbitrators shall be borne equally by the district and the association.
- 10) Modify the Grievance Provision of the Agreement to provide that the Union shall be entitle to promote two matters of arbitration to final and binding arbitration during the terms of the Agreement before one of the following contractual arbitrators, to be selected on a rotating basis to the extent practicable: Jeffrey Selchick, Louis Patack, Sheila Cole and David Stein. All other grievances shall be grievable to up to the Board level, where the Board's decision shall be final and binding upon all parties. When the Association determines to grieve a matter to arbitration, it shall set forth its decision in writing prior to the Board level grievance proceeding, in which event that level shall be dispensed with and arbitration shall immediately ensue.

**District Clean-up Items**

Articles: 8.5, 10.1, 11.1, 14.1 (delete section regarding employees hired prior to July 1, 1978), 14.4 (permission for vacation days will be received in writing and will be granted....) 14.4 (change title), 19.5, 20.1

**Union Proposals**

U2, U3 (B only), U11, U16, U26 (only that part that refers to changing custodian to unit member), U27

**SO AGREED THIS 23<sup>th</sup> DAY OF AUGUST, 2013 SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.**

**THE DISTRICT**

**THE ASSOCIATION**

BY: Ralph Napolitano

BY: Fred Smit

Ralph Napolitano, Superintendent

Fred Smit, CSEA Labor Relations Specialist

**APPENDIX B**  
**YORKTOWN CENTRAL SCHOOL DISTRICT**  
**CSEA UNIT SALARY SCHEDULE**  
**JULY 1, 2012 - JUNE 30, 2015**

<b>2012-2013</b> 0.00%	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
HEAD CUSTODIAN	\$53,037	\$54,805	\$56,575	\$58,341	\$62,635
MAINTENANCE MECHANIC	\$53,400	\$55,168	\$56,942	\$58,704	\$63,002
SENIOR CUSTODIANS	\$49,272	\$51,038	\$52,810	\$54,578	\$57,930
CUSTODIAN	\$45,969	\$47,738	\$49,504	\$51,273	\$54,626
CLEANER	\$30,447	\$34,754	\$38,673	\$43,573	\$47,682
SCHOOL ATTENDANT	\$30,447	\$34,754	\$38,673	\$43,573	\$47,682
COURIER	\$30,447	\$34,754	\$38,673	\$43,573	\$47,682
GROUNDSMEN	\$34,699	\$39,007	\$42,926	\$47,827	\$51,932
<b>2013-2014</b> (+1.90%)	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
HEAD CUSTODIAN	\$54,045	\$55,846	\$57,650	\$59,449	\$63,825
MAINTENANCE MECHANIC	\$54,415	\$56,216	\$58,024	\$59,819	\$64,199
SENIOR CUSTODIANS	\$50,208	\$52,008	\$53,813	\$55,615	\$59,031
CUSTODIAN	\$46,842	\$48,645	\$50,445	\$52,247	\$55,664
CLEANER	\$31,025	\$35,414	\$39,408	\$44,401	\$48,588
SCHOOL ATTENDANT	\$31,025	\$35,414	\$39,408	\$44,401	\$48,588
COURIER	\$31,025	\$35,414	\$39,408	\$44,401	\$48,588
GROUNDSMEN	\$35,358	\$39,748	\$43,742	\$48,736	\$52,919
<b>2014-2015</b> (+1.90%)	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
HEAD CUSTODIAN	\$55,072	\$56,907	\$58,745	\$60,579	\$65,038
MAINTENANCE MECHANIC	\$55,449	\$57,284	\$59,126	\$60,956	\$65,419
SENIOR CUSTODIANS	\$51,162	\$52,996	\$54,835	\$56,672	\$60,153
CUSTODIAN	\$47,732	\$49,569	\$51,403	\$53,240	\$56,722
CLEANER	\$31,614	\$36,087	\$40,157	\$45,245	\$49,511
SCHOOL ATTENDANT	\$31,614	\$36,087	\$40,157	\$45,245	\$49,511
COURIER	\$31,614	\$36,087	\$40,157	\$45,245	\$49,511
GROUNDSMEN	\$36,030	\$40,503	\$44,573	\$49,662	\$53,924