Cornell University
ILR School

BLS Contract Collection

Title: **New York City Department of Education and Council of Supervisors and Administrators (CSA), (2001) (MOA)**

K#: **830737**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - http://digitalcommons.ilr.cornell.edu/blscontracts/1/

For a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

For more information about the BLS Contract Collection, see http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Information:

Memorandum of Understanding

The following Memorandum of Understanding was signed the night of April 1 2003 by CSA Executive Vice President Ernest Logan, James Hanley from the Office of Labor Relations and Dan Weisberg from the Department of Education.

April 1, 2003

Jill Levy, President
Council of Supervisors and Administrators
16 Court Street, 4th floor
Brooklyn, New York 11241-10003

Joel I. Klein, Chancellor
New York City Department of Education
52 Chambers Street
New York, NY 10007

Re: CSA Settlement

Dear Ms. Levy and Mr. Klein:

This shall confirm the parties' understanding regarding the settlement of the parties' collective bargaining agreement.

I. The terms of the collective bargaining agreement which expired on March 31, 2001 are continued, except as modified as below:

A. Term: The term of the Agreement shall be April 1, 2001 to June 30, 2003.

B. Wages: Wages shall be increased as follows:

Date:	% Increase	
4/1/01	4%	Across the Board (ACB)
4/1/02	4%	ACB compounded

The aforementioned wage increases shall apply to base salary, salary steps, longevity increments and per session.

Neither the aforementioned wage increases nor the Additional Compensation Fund mentioned below shall apply to any differentials, including the School Size, Low Performing School and Performance Increase differentials.

6/30/03

The entire 1.14% Additional Compensation Fund (ACF) shall only be applied to Step III of the Assistant Principals and School Based Intermediate Supervisors salary schedule, which equals $2,173.00.

C. Welfare Fund: Effective June 30, 2003, Welfare Fund Contributions shall be increased by $200.00 per annum for active employees and retirees pursuant to the November 1, 2001 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.

D. Except for cause, no full-time per annum employee covered by this agreement shall be displaced or involuntarily separated from service during the term of this agreement through June 30, 2003, unless an extension is mutually agreed to by the parties. This provision shall not apply in the event of a financial emergency in anticipation of the invocation of the applicable provisions of the Financial Emergency Act of 1975, Section 5402.

II. The parties have agreed that in the spirit of cooperation and in aid of settlement of successor collective bargaining agreement that the proceedings filed by the CSA with the Public Employment Relations Board are hereby resolved, in part, as set forth below:

A. PERB Case Number U-23854 is hereby resolved and the CSA agrees to request of PERB that the underlying charges alleged therein be withdrawn with prejudice.

B. PERB Case Number U-23920 shall be modified as follows:

(i) CSA shall request PERB withdraw Improper Practice (IP) #'s 1 through 5 and 8 with prejudice.

(ii) IP #'s 6, 7, 9, 10 and 11 shall remain as filed.

C. The withdrawal of the PERB charges set forth above shall not be construed as precedential or as a waiver of with party's legal position as to future conduct.