

UNITED FEDERATION OF TEACHERS, NYSUT, AFT, AFL-CIO

&

STAFFCO OF BROOKLYN LLC

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) constitutes the agreement reached between the United Federation of Teachers (UFT) and StaffCo of Brooklyn LLC (StaffCo) for a successor collective bargaining agreement covering the UFT members working at Stanley Lamm Preschool. Any and all terms of the predecessor May 29, 2012 – May 28, 2018 collective bargaining agreement not specifically addressed by this MOA shall remain unchanged. It is further agreed that the terms of this MOA will be incorporated into the predecessor CBA. It is understood that neither STAFFCO nor the UFT will be bound by this Agreement unless, and until, it is ratified.

1. **Article 3, Term.** This Agreement will be effective from May 29, 2018 through May 28, 2021.

The second sentence of Article 3 shall be amended by deleting "reimbursement rate" and inserting "budget", and replacing "how such an increase in pay may be implemented" with "how such an increase in pay or other economic terms may be implemented."

The parties agree to meet in January 2019 to determine if monies are available for additional increases to the teacher/psychologist salaries.

2. **Article 5, Seniority.** Section 3 shall be amended by replacing "letter or telegram" with "certified mail, regular mail or email."

3. **Article 7, Payroll Deduction of Union Dues.** Article 7 shall be amended by renumbering paragraph 3 to paragraph 4 and inserting the following new paragraph 3:

3. In lieu of Union membership an Employee may become and remain an agency fee payer in accordance with applicable law. In such cases, the procedures herein applicable to authorization cards, payroll deduction and remittance of dues/fees shall apply with full force and effect to "agency fees."

4. **Article 8(A), Rates of Pay.**

(a) Incumbent employees shall receive a two (2%) increase in salary, retroactive to July 1, 2018, provided they were employed on that date. If not, the increase shall be retroactive to their first date of employment subsequent to July 1, 2018.

(b) Effective upon ratification of the new collective bargaining agreement, the salary minimums contained in Appendix A to the collective bargaining agreement shall be increased by two (2%) per cent.

(c) Effective January 1, 2019, the minimum rate for Teacher Assistants and Aides will increase to \$15.00/hour in compliance with NYS Minimum Wage.

(d) Effective January 1, 2019, there will be a new salary schedule for Teaching Assistants as follows:

0-3 years	\$15.71
4 th Year	\$16.65
5 th Year	\$17.65

Any current Teaching Assistant earning above this amount will continue to do so.

Placement on the Salary Schedule is based on years of service at the Stanley F. Lamm School, and any prior service credited at the time of hire at the Employer's discretion. Employees move down the grid based on their employment anniversary date. For Teachers who move across the grid based upon the obtainment of additional education, such an increase will take effect within two pay periods following submission of proof of the additional degree.

(f) Any future increases for July 2019 and 2020 are subject to Article 3 of the collective bargaining agreement, as amended herein.

5. **Article 8(B), Longevity.** Article 8, Section B, Longevity, shall be amended as follows:

Employees who have completed ten years of service shall receive a single payment of \$300 each year on the first pay date following their anniversary date of hire.

Employees who have completed fifteen years of service shall receive a single payment of \$400 each year on the first pay date following their anniversary date of hire.

Employees who have completed twenty years of service shall receive a single payment of \$500 each year on the first pay date following their anniversary date of hire.

6. **Article 8(C), Educational Differential.** Article 8, Section C, Educational Differential, shall be deleted and replaced with the following:

Teaching Assistants who secure an Associate's Degree or higher in a related field shall receive an educational differential of \$1,000 per year payable within two pay periods following submission of official proof that the degree has been conferred.

7. **Article 8(D) Grants.** Article 8, Section D, Grants, shall be amended by adding the following as the last sentence of that paragraph.

The distribution of such bonuses or other compensation will take place by September 15th for returning incumbents, provided the Employer has received the grant money by that date.

8. **Article 11B(4) & C(4), Personal Leave and Educational Leave of Absence.** Article 11, Sections B(4) and C(4) shall be amended as follows:

B (4) An Employee who is granted unpaid personal leave will be eligible to return to the same position for up to one year, if vacant, or to a comparable position, provided one

exists. If no position exists, the employee will be placed on a recall list, for an additional year.

C (4) An Employee who is granted unpaid educational leave will be eligible to return to the same position for up to one year, if vacant, or to a comparable position, provided one exists. If no position exists, the employee will be placed on a recall list, for an additional year.

9. **Article 12, Paid Leave.** Section (A)(3), Parenting Leave, shall be amended by inserting "or partner" after "Employee's wife."

10. **Article 12, Paid Leave.** Section (A)(4) shall be amended by adding the following new subparagraph (d):

d. If the Employer is unable to accommodate the requests of all employees, approval shall be granted in order of the date the requests were submitted. If two employees submit a request on the same day, it shall be granted to the more senior employee.

11. **Article 12, Paid Leave.** Section A shall be amended by adding the following new subparagraph 6:

g. Pursuant to the New York City Earned Safe and Sick Time Act ("Safe and Sick Time Act"), employees are entitled to use up to forty (40) hours of their sick leave for the following sick and safe time leave:

1. **Sick Time.** An employee shall be entitled to use sick time for absence from work due to: (a) such employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care; or (b) care of a family member who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care; or (c) closure of such employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.

2. For an absence of more than three consecutive work days for sick time used under the Safe and Sick Time Act, the Employer may require reasonable documentation, as set forth in that law.

3. An employee's first forty (40) hours of sick leave used in each calendar year will be considered sick time under the Safe and Sick time Act. Sick leave used beyond forty (40) hours in the calendar year will be subject to the provisions of this collective bargaining agreement.

4. **Safe Time.** 1. An employee shall be entitled to use sick leave or personal leave for "safe time" for absence from work due to any of the following reasons when the employee or a family member has been the victim of a family offense matter,

sexual offense, stalking, or human trafficking; (a) to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking; (b) to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking; (c) to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit; (d) to file a complaint or domestic incident report with law enforcement; (e) to meet with a district attorney's office; (f) to enroll children in a new school; or (g) to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

5. For an absence of more than three consecutive work days for safe time, the Employer may require reasonable documentation as set forth in that law.

6. Notice. Where the need for safe time is foreseeable, an employee must provide notice of his/her intention to use such safe/sick time seven days prior to the date such safe time is to begin. Where such need is not foreseeable, the Employee must provide notice of the need for the use of safe time as soon as practicable.

12. **Article 15, Professional Development.** Article 15, Section A, Conferences and Training, shall be amended as follows:

Subject to advance notice and approval, Employees shall be entitled to paid time off to attend professional conferences and training related to their work. Approval shall be granted on a reasonable and non-discriminatory basis. Employees will receive reimbursement up to \$200 a year for such conferences and training within two pay periods after submitting proof of attendance and payment.

13. **Article 15, Professional Development.** Article 15, Section B, Tuition Assistance, shall be amended as follows:

(a) Subparagraph (2)(a) shall be amended by adding: "In order to be considered for tuition assistance reimbursement, employees must submit their requests: (i) For fall semester courses by December 1 in such fall semester; (ii) For spring semester courses by March 1 of such spring semester."

(b) Subparagraph (3)(c) shall be amended by replacing "\$3,000" with "\$2,000."

(c) Subparagraph (3)(d) shall be amended by replacing "C" with "B-."

(d) Subparagraph (3) shall be amended by adding the following new subsection (f): "Before November 1, either party can request a meeting to discuss the portion of grant monies that will be dedicated to tuition reimbursement for the following year."

14. **Article 18, Classroom Coverage.** The rate for classroom coverage shall increase from \$25 to \$30.

This Memorandum of Agreement and the collective bargaining agreement for the period May 29, 2018 through May 28, 2021, are subject to ratification by the parties.

STAFFCO OF BROOKLYN, LLC

**UNITED FEDERATION OF
TEACHERS, NYSUT, AFT, AFL-CIO**

Bernard S. Elkin
Name

Controller & AVP
Title

1/16/19
Date

Ilid John
Title

U.F.T. Secretary
Title

1/17/19
Date