

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

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STAFFCO OF BROOKLYN, LLC

MEMORANDUM OF UNDERSTANDING

StaffCo of Brooklyn, LLC ("StaffCo") and the United Federation of Teachers, NYSUT, AFT, AFL-CIO ("UFT") agree to renew their collective bargaining agreement for the UFT represented employees at the Stanley S. Lamm Preschool for the term set forth below with the following changes:

1. Term, Article 3. The term of the collective bargaining agreement shall be from May 29, 2012 to May 28, 2018.

2. Article 3. Article 3 shall be amended by deleting: "Either party may reopen this Agreement for negotiations on or after November 1, 2011" and inserting "Either party may reopen this Agreement for negotiations on or after May 28, 2017."

3. Article 3. Article 3 shall be further amended by adding: "In the event the reimbursement rate for the Lamm School is increased in a manner which would allow for an increase in employees' pay, either party may reopen this Agreement solely for the purpose of negotiating how such an increase in pay may be implemented."

4. Article 8(A), "Rates of Pay." Effective upon ratification of the new collective bargaining agreement, the salary minimums contained in Exhibit A to the collective bargaining agreement shall be increased by two (2%) per cent.

5. New Article 8(D):

D. Grants

In the event the School receives grant money during the term of this Agreement which can be used, in whole or in part, for pay, bonuses or other compensation, the Employer will so notify the Union and provide it with the opportunity to meet and discuss the payout of such grant money to employees. The Employer, however, will retain final discretion on the payment of any grant monies to employees.

5. Article 10(6), Work Year and Holidays. Paragraph 6 shall be amended by deleting "excluding psychologists."

6. Article 25(C), Due Process. Article 25(C) shall be amended by adding: "Counselling memos shall be removed from an employees' personnel files after three (3) years if there is no other disciplinary or counselling notices issued to the employee during that time period."

7. Article 29, Separation from Employment. Paragraph 2 shall be renumbered paragraph 2(a) and shall be amended by inserting: "Except as set forth below,". In addition, there shall be a new paragraph 2(b) which provides: ((b) UFT members employed at the Stanley S. Lamm Preschool

before May 1, 2000, and who have been continuously employed thereafter, shall if terminated or, upon resignation provided they have given (4) weeks advance notice, be entitled to receive payment for one-half of their accrued sick time up to a maximum of ten (10) days.

8. Salary. Incumbent employees shall receive a two (2%) increase in salary, retroactive to July 1, 2015, provided they were employed on that date. If not, the increase shall be retroactive to their first date of employment subsequent to July 1, 2015.

This Memorandum of Understanding and the collective bargaining agreement for the period May 29, 2012 through May 28, 2018 are subject to ratification by the parties.

STAFFCO OF BROOKLYN, LLC

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

Dan d Pappalardo

Executive Director
Title

September 15, 2016
Date

Ilse Schen

Secretary U.F.T.
Title

September 15, 2016
Date