

MEMORANDUM OF AGREEMENT

BY AND BETWEEN THE SUPERINTENDENT OF SCHOOLS AND BOARD OF EDUCATION OF THE BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT, hereinafter referred to as "the District" and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as "the Union";

WHEREBY, the District and the Union agree to revive and incorporate the provisions of the Collectively Negotiated Agreement between them that expired on June 30, 2017 into a three-year successor Agreement effective July 1, 2017 and terminating on June 30, 2020, except as modified by the following provisions:

1. **Salary:** The Salary Schedule, for those still eligible to advance on the schedule (hired before November 1, 2015), shall be increased by 2.0% effective July 1, 2017, an additional 2.0% effective July 1, 2018, and by an additional 2.0% effective July 1, 2019. All other unit members shall receive a salary increase of 2.0% greater than their previous school year's salary effective July 1, 2017, 2.0% effective July 1, 2018 and 2.0% effective July 1, 2019.
2. **Vacation:** add the following paragraph: "Unit members who have worked in the District for at least 15 years shall be entitled to an additional two (2) days of vacation in the school year subsequent to a school year in which eight (8) or fewer sick leave days are used (exempting from the count days that qualify for FMLA Leave).
3. **Premium Pay:** Add the following as Article V(H) – Premium Pay for Holidays-the rate of time and one-half shall be paid for work required on holidays, except that 2(X) pay shall be given on the following holidays: Thanksgiving, Christmas Day, Memorial Day, 4th of July and Martin Luther King, Jr. Holiday.
4. **Arbitration:** Replace the American Arbitration Association with a panel of the following arbitrators, who shall serve, to the extent practicable, on a rotating basis: Sheila Cole, Alan Viani and Jeffrey Selchick.
5. **Disciplinary Arbitration:** Add Appendix A hereto as Article XIII-A.
6. **Bereavement Leave:** The provisions of paragraphs 2 & 3 of the parties' Settlement Agreement dated November 10, 2016 shall be incorporated into the contract and a further provision shall be added that calls for the unit member to produce an obituary or mass card as additional evidence of the need for bereavement leave. Also, change the last sentence of Article VI(F) to read: "In the event of the death of any other relative or relative-in-law, the employee shall be granted one (1) day

of absence without loss of pay and three (3) days in the aggregate during any school year for all such relatives' deaths."

SO AGREED THIS 1st DAY OF JULY 2018, SUBJECT TO RATIFICATION BY THE RESPECTIVE CONSTITUENCIES.

THE DISTRICT

BY: _____



DR. JAMES M. KAISHIAN,
SUPERINTENDENT, BRIARCLIFF
MANOR, U.F.S.D.

DATE: _____

8/16/18

THE UNION

BY: _____


LOUIS A. PICANI, PRESIDENT,
PRINCIPAL OFFICE, LOCAL 456,
I.B.T.

DATE: _____

8/16/18

APPENDIX A

Disciplinary Arbitration – to read: “Those unit member who are entitled to Section 75 Civil Service Law Disciplinary hearings and labor class employees who have served in the District for at least ten (10) years, hereby collectively waive their rights to such proceedings and, instead, shall be entitled to disciplinary arbitration, whereby the procedures for commencing and pay rights regarding a Section 75 Civil Service Law hearing shall be applicable, except that an arbitrator shall hear the matter and make findings and a decision that are final and binding upon all parties. In meting out discipline, the arbitrator shall be empowered to issue discipline without being restricted to those prescribed in Section 75 of the Civil Service Law. The following arbitrators shall hear cases pursuant to this provision on a rotating basis, to the extent practicable and must be available to convene the hearing within 35 calendar days of the request for hearing: Sheila Cole, Alan Viani and Jeffrey Selchick. The parties shall equal bear the costs of the arbitration.