

MEMORANDUM OF AGREEMENT

This AGREEMENT between the BOARD OF EDUCATION, BLIND BROOK-RYE UNION FREE SCHOOL DISTRICT (the "District") and the BLIND BROOK-RYE EMPLOYEES LOCAL 4060, NYSUT, AFT, AFL-CIO (the "Union"), is constituted as follows:

WHEREAS, the District and the Union are parties to a collective bargaining agreement covering the period July 1, 2019 through June 30, 2024 (the "CBA"); and

WHEREAS, on or about December 8, 2022, the Union filed a grievance ("Grievance") alleging, in sum and substance, that the District violated CBA Articles VIII(A)(1) and XIII(4); and

WHEREAS, the parties now wish to resolve this matter between them without the uncertainties, costs and risks of continued litigation.

NOW THEREFORE, the parties incorporate each of the above recitals into the body of this Agreement, as if more fully set forth in the body of this Agreement, and hereby agree as follows:


1. Upon complete execution of this Agreement by the parties, the Grievance is hereby withdrawn with prejudice. The Union will not file any other grievance, demand for arbitration, improper practice charge or any other action or proceeding of any kind and nature with regard to the facts and circumstances underlying the Grievance.
2. Notwithstanding CBA Article XIII(4) and/or Article VIII(A)(1) and/or any other provision of the CBA, and/or any applicable past practices, effective upon complete execution of the Agreement by the parties and continuing thereafter, any Union member who performs duly authorized work on a holiday will receive double-time compensation in addition to their holiday pay. Effective upon completion of the negotiations for a successor collective bargaining agreement to the CBA, Article XIII "Paid Holidays," Paragraph 4, shall be amended to add the following: "In addition to holiday pay as provided in this paragraph, employees will receive double-time as provided in Article VIII(A)(1) for duly authorized work on Holidays." Effective upon completion of the negotiations for a successor collective bargaining agreement to the CBA, Article VIII "Overtime and Snow Day Pay or Emergency Pay," Section A "Overtime," Paragraph 1, 4th Subparagraph shall be amended to read as follows: "In addition to payment for Holidays pursuant to Article XIII(4), employees shall also be paid double time (2x) for duly authorized work on Holidays."
3. Within 30 workdays of complete execution of this Agreement by the parties, the Union members on the attached Schedule "A" will receive the additional compensation delineated therein.
4. This Agreement will not be construed as a "reopener" of the CBA.
5. Neither this Agreement, nor its terms and provisions, will be admitted into evidence or used in any other proceeding of any kind and nature, in any forum, by the Union or its membership, except in a proceeding to enforce the terms of this Agreement.

6. Nothing contained in this Agreement will be deemed an admission by the Union, its members, or the District, its Board of Education, Board members, administrators, employees, attorneys, or representatives of a violation of Federal, State or local laws, statutes, ordinances, rules, regulations, any collective bargaining agreement, memoranda of agreement, past practice, policy, or any other legal and/or contractual authority of any kind and nature.
7. This Agreement is the complete and exclusive statement of the agreements between the parties and supersedes all prior or contemporaneous, oral or written agreements, proposals, promises, understandings or representations between the parties relating to the subject matter of this Agreement. No other agreements, proposals, promises, understandings or representations have been made. This Agreement can only be amended by a written agreement signed by the authorized representatives of all the parties.
8. In the event that any provision of this Agreement is held by any court of competent jurisdiction to be illegal, invalid or unenforceable as written, the remaining provisions of this Agreement will be valid and enforceable as written, and the illegal, invalid or unenforceable provision will be changed, if possible, to be consistent with the remaining provisions of this Agreement. If the illegal, invalid or unenforceable provisions cannot be changed to be consistent with the remaining provisions of this Agreement, the District at its election, may cancel this Agreement.
9. This Agreement and the rights and obligations of the parties pursuant to this Agreement will be interpreted, enforced and governed by the laws and regulations of the State of New York, except for the State of New York's choice of law provisions, regardless of the present or future residence and/or domicile of any of the parties.
10. The parties have read and fully understand this Agreement and have entered into same knowingly and voluntarily, and under no coercion or duress of any kind and nature.
11. The Union President confirms that by executing this Agreement, she has the authority to bind, and in fact binds, the Union and its membership to this Agreement, its terms and provisions, and acknowledges that the District has relied upon this material representation in executing this Agreement.
12. This Agreement may be executed in counterparts, each of which will be deemed an original document and will, together, be deemed to be the same Agreement.
13. This Agreement is subject to and contingent upon formal review, approval, ratification and execution by the Board of Education. In the event that the Board of Education does not approve, ratify and execute this Agreement, it will become null and void and no adverse inference will be taken against the parties for having entered into this Agreement.


Handwritten signatures of two individuals, likely the Union President and a District representative, located in the bottom right corner of the page.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the dates below delineated:


Dated: 2/15/2023

By: 
DEIRDRE SMITHIES
President,
Blind Brook-Rye Employees Local 4060,
NYSUT, AFT, AFL-CIO

Dated: 2/21/23

By: 
DR. COLIN BYRNE
Superintendent of Schools,
Blind Brook-Rye U.F.S.D.

Dated: 3/7/23

By: 
JENNIFER SCHLACTUS
President,
Board of Education
Blind Brook-Rye U.F.S.D.

GGDOCS-528678647-1150



Schedule "A"

Rafael A. Gutierrez	\$193.04
Wagner Hidalgo	\$350.17
Javier A. Medina	\$164.08
Alan Stoll	\$280.80
William Vinci	\$195.93

Handwritten signature and initials in the bottom right corner of the page.