

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made and entered into this 21st day of August, 2023, by and between the negotiating committees for the Edgemont Union Free School District (“the District”) and the CSEA. Local 1000 AFSCME, AFL-CIO, Edgemont UFSD Custodial & Maintenance Unit #9165-00, Westchester County Local 860 (“the Union”).

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to the collective bargaining agreement that expires on June 30, 2023;

WHEREAS, the parties have arrived at a tentative agreement; and

WHEREAS, each party is in possession of a copy of this original document;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The provisions of this Memorandum of Agreement are subject to ratification by the Union’s membership and the District’s Board of Education. Each member of each negotiating team shall recommend ratification.
2. The parties’ 2019-2023 collective bargaining agreement shall be continued for a new three-year term ending June 30, 2026. The terms of the agreement shall remain the same except as stated herein.
3. All proposals made by either party during the course of negotiations shall be deemed withdrawn, except to the extent they are incorporated herein.

4. Unless otherwise noted, all dates involving the duration of the collective bargaining agreements shall be conformed to the duration of the negotiated agreement. Provisions in the collective bargaining agreement that are obsolete will be deleted.
5. Unless otherwise noted, all changes shall be prospective from the ratification of this Memorandum of Agreement.
6. The District proposes that the following “housekeeping” changes be made:
 - a. Amend the contract to provide neutral pronouns where appropriate.
 - b. Pg. 1, Article III(B)(1) – Dues Deductions – confirm address to provide deductions.
 - c. Pg. 8, Article VI(K) – Awards Program – Delete “Superintendent of Buildings and Grounds” and replace with “Director of Facilities”.
 - d. Pg. 12, Article VIII(B) – Vacations – Delete the sentence immediately below “Group A.4” that begins with “Employees may carry over ...”
 - e. Pg. 13, Article VIII(D)(d) – Change the reference to subsection (d) to subsection (4).
 - f. Pg. 13, Article X(A) – Retirement – Delete subsection A and replace it with the following:

The Employer shall be governed by the provision of Section 75l of the New York State Retirement Law (twenty-year plan).
 - g. Pg. 14, Article X(C) – Retirement – Delete the second sentence of subsection C.
 - h. Pg. 18, Article XII(P) – Summer Hours – Delete the last sentence of the provision that begins with “This provision shall....”
 - i. Pg. 18, Article XII(S) – Snow Days - Amend the typographical error in the second sentence of the paragraph that begins with “Night shift employees” by replacing “re” with “be”.
7. Pg. 5, Article VI(F) – Compensation – Add the following as a new second sentence:

Should the District want to place a new hire at a step higher than step 6, the District will consult with the CSEA of the proposed placement and the reasons therefore, and the CSEA shall have an opportunity to present its views, prior to the determination.

8. Pg. 5, Article VI(G) – Longevity – Amend subsection G by deleting the Increment chart set forth at the bottom of the page and replacing it with the following:

Increment	2023-2024	2024-2025	2025-2026
I	\$1,400	\$1,428	Between \$1,451 and \$1,457
II	\$1,400	\$1,428	Between \$1,451 and \$1,457
III	\$1,400	\$1,428	Between \$1,451 and \$1,457
IV	\$1,400	\$1,428	Between \$1,451 and \$1,457

9. Pg. 7, Article VI(H)(7-8) – Compensation – Amend subsections (H)(7-8) to provide that all unit members will receive their paychecks pursuant to direct deposit.
10. Pg. 12, Article VIII(C) – Vacations – Amend the first sentence to delete “termination and/or leave of absence”.
11. Pg. 14, Article XI(A) – Personal Leave, Bereavement Leave, Jury Duty – Delete “Assistant Superintendent” and replace it with “Director of Facilities” in the second sentence of subsection A.
12. Pg. 14, Article XI(A) – Personal Leave, Bereavement Leave, Jury Duty – Delete “(or, if there is no available accumulated leave, to the following year’s sick leave accrual)” and add the following as a new sentence:

Unit members who do not have any accrued but unused leave time available to use shall not be eligible to use a third day.

13. Pg. 14, Article XI(C) Personal Leave, Bereavement Leave, Jury Duty –
- a. Add “domestic partner” after “wife” to be included as immediate family to both bereavement leave and family illness.
 - b. Add the following to the end of the paragraph: “For purposes of this section, the definition of “Domestic Partner” shall be consistent with the definition of “Domestic Partner” that is set forth by the District’s designated Health Plan.”

14. Pg. 17, Article XII(P) – Summer Hours – Delete “through the Friday before Labor Day” and replace it with “through the Friday before Labor Day or the day before the first day of work for teachers, whichever comes first.”
15. Pg. 18, Article XII(S) – Snow Days - Delete “or borrow a vacation or personal day from the allowance to become available the following July 1st” from first sentence of the third paragraph.
16. Pg. 19, Article XII(U) – Working Conditions – Add the following as a new subsection (U):

If school is closed due to unused emergency days on the Friday immediately before Memorial Day, unit members will not have to report to work.

17. Pg. 19, Article XIII(C) – Health Insurance – Add the following to the end of subsection (C):

The above paragraph shall not apply to employees hired on or after July 1, 2023. Employees hired on or after July 1, 2023, shall have the option to either (1): select health insurance to begin immediately upon their commencement of service with the District; or (2) select to have health insurance begin on the 1st of the month following the date they commence service with the District (e.g., if commence service on September 18th may elect to wait for health insurance to begin until October 1st).

18. Pg. 19, Article XIII(D) – Health Insurance Waiver –

- a. Renumber the paragraph in subsection D as subsection D(1)
- b. Add the following as a new subsection D(2).

Effective July 1, 2023, in each year that at least an average of twenty (20%) percent of the unit declines the District provided health insurance benefits, such unit members shall receive two thousand (\$2,000) for declining individual coverage or five thousand (\$5,000) for declining family coverage. By the last paycheck in the school year, should at least an average of twenty (20%) percent of the unit members decline coverage for a full 12 months (July 1 - June 30), unit members will receive a lump sum payment equal to the difference between the increased benefits in this subsection and benefits set forth in subsection D(1).

If the unit fails to meet the 20% percent requirement set forth in paragraph D(1), unit member will be entitled to receive the declination buyout set forth in subsection D(1).

19. Pg. 19, Article XIII(E) – Retiree Health – Add the following to the end of subsection (E):

For employees hired on or after ratification of this Agreement, if they retire from full-time District service into the New York State Employee Retirement System (per the ERS definition of service requirement) after seven (7) years of employment in the District will be entitled to retiree health insurance coverage of the type they held at the time of retirement, with a retiree contribution at the same rate as was in effect during the employee's last day of service prior to retirement.

20. Pg. 20, Article XIII(G) – Health Insurance - Amend the provision to provide that health insurance premiums shall increase by 0.25% in each year of the contract, effective July 1, 2023, July 1, 2024, and July 1, 2025.

21. Pg. 20, Article XIII(H) – Medicare Part B Reimbursement - Add the following to the end of the section:

For employees hired on or after ratification of this Agreement, the District shall only reimburse for the minimum Medicare Part B premium, and will not be responsible for any IRMAA premium contributions.

22. Pg. 20, Article XIV(B) – CSEA Benefit Fund – Add the following to the end of the third paragraph.

Effective July 1, 2023, the District will offer 457 and 529 plans.

Implementation of the 457 and 529 plans shall be subject to the ratification of the applicable plan documents by the Board of Education and completion of any on-boarding tasks.

23. Pg. 24, Article XVIII, Section 3 – Delete Section 3 and replace it with the following:

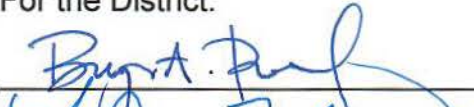

It is agreed that the salary schedule for the years beginning July 1, 2023 and ending June 30, 2026 be and is modified as shown in Exhibit A (attached) as follows:

Effective July 1, 2023, the 2022-2023 salary schedule shall be increased by 2%. In addition, after applying the 2% increase, Step 14 for the Maintenance Foreman Grounds position, Custodial Worker/Groundskeeper and Maintenance Mechanic Building titles shall be increased by \$1,000.

Effective July 1, 2024, the 2023-2024 salary schedule shall be increased by 2.0%;

Effective July 1, 2025, the 2024-2025 salary schedule shall be increased by the CPI with a minimum of 1.6% and a maximum of 2.0%. For purposes of computing the CIP, it is agreed that CPI shall be the Consumer Price Index in the NY Metropolitan Area (CPI-U) for the 12-month period ending in January 2025.

For the District:

For the CSEA:

