

## **MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, by and between the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, (hereinafter "CSEA") and the DOBBS FERRY UNION FREE SCHOOL DISTRICT (hereinafter "DISTRICT").

### **W I T N E S S E T H:**

**WHEREAS**, CSEA represents two distinct bargaining units of employees of the District;  
and

**WHEREAS**, CSEA Unit 8210-00 is a bargaining unit of all full-time and part-time personnel classified as custodial, maintenance, cleaning, custodian/bus driver and security personnel (hereinafter "Custodial Unit"); and

**WHEREAS**, CSEA Unit 8210-02 is a bargaining unit of individuals including, but not limited to, full-time twelve-month secretarial and office staff, full-time ten-month employees, part-time office personnel and aides, Teaching Assistants, Teacher Aides, and Aide Monitors, except for the Secretary to the Superintendent, the Bookkeeper, the Secretary to a District-wide Administrator, Senior Payroll Clerk, the Secretary to the Business Official, the Personnel Secretary, Office Assistant in the Business Office and Senior Office Assistant in the Business Office; provided, however, between the three (3) positions of Office Assistant in the Business Office, Senior Office Assistant in the Business Office and Secretary to the Business Official, not more than one such position shall be deemed confidential at any one time (hereinafter "Teaching Assistant/Aide Unit");  
and

**WHEREAS**, CSEA and the District are parties to a collective bargaining agreement ("CBA") for the Custodial Unit which is for the term of July 1, 2023, through June 30, 2027; and

**WHEREAS**, CSEA and the District are parties to a CBA for the Teaching Assistant/Aide Unit which is for the term of July 1, 2023, through June 30, 2027; and

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

1. Effective upon full execution of this agreement, the titles of full-time twelve-month secretarial and office staff, full-time ten-month employees, part-time office personnel, shall be deleted from the recognition clause of the Teaching Assistant/Aide Unit and added to the recognition clause of the Custodial Unit.

a. Article I, Section 1 in the Teaching Assistant/Aide Unit's CBA shall be as follows:

The Board has recognized the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereafter known as the "CSEA" or the "UNION", as the exclusive collective negotiations representative of the employees of the Dobbs Ferry Teacher Aide/Teaching Assistants Unit. These individuals include, but are not limited to, full-time ten-month employees, part-time aides, Teaching Assistants, Teacher Aides, and Aide Monitors.

b. Article I, Section 1.1(A) in the Custodial Unit CBA shall be as follows:

The Board has recognized the Union as the exclusive collective bargaining representative of employees in a negotiation unit consisting of all full-time and part-time personnel classified as custodial, maintenance, cleaning, custodian/bus driver, security personnel, full-time twelve-month secretarial and office staff, full-time ten-month employees, part-time office personnel, except for the Secretary to the Superintendent, the Bookkeeper, the Secretary to a District-wide Administrator,

Senior Payroll Clerk, the Secretary to the Business Official, the Personnel Secretary, Office Assistant in the Business Office and Senior Office Assistant in the Business Office; provided, however, between the three (3) positions of Office Assistant in the Business Office, Senior Office Assistant in the Business Office and Secretary to the Business Official, not more than one such position shall be deemed confidential at any one time.

2. Beginning on the effective date of this agreement, the dues deduction language in Article I, Section 1.2 of the Custodial Unit CBA shall apply to the clerical employees added to that unit and the District shall continue to honor all current CSEA membership and dues deduction with membership in CSEA being considered as with the Custodial Unit.

3. All terms and conditions of employment provided to the clerical employees while in the Teaching Assistant/Aide Unit, whether stated in the 2023-2027 Teaching Assistant/Aide Unit CBA or provided by custom or past practice, shall continue to apply after they are transferred to the Custodial Unit. This includes but is not limited to any terms of the 2023-2027 Teaching Assistant/Aide Unit CBA that are scheduled to occur in the future such as scheduled wage and step increases. The terms and conditions of the 2023-2027 Teaching Assistant/Aide Unit CBA will be treated as though contained in the Custodial Unit CBA and will be subject to terms of the Taylor Law, including but not limited to N.Y. Civil Service Law §§ 209.a.1(d) and (e).

4. During negotiations of a successor CBA, CSEA and the District shall negotiate new language in the Custodial Unit CBA to incorporate the transfer of clerical employees and state the applicable terms and conditions of employment for such employees along with any other changes to the CBA.

5. Any alleged violation of this Agreement shall be grievable through the grievance procedure contained in the Custodial Unit CBA..

6. Signatures obtained electronically via facsimile or .pdf format shall be acceptable as originals.

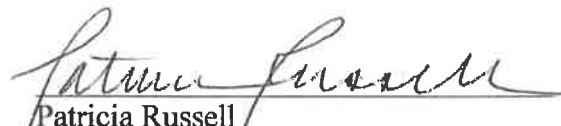
**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the

5<sup>th</sup> day of May, 2021

For the District:

  
\_\_\_\_\_  
Ken Slentz  
Superintendent of Schools

For CSEA:

  
\_\_\_\_\_  
Patricia Russell  
Labor Relations Specialist

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Dawn Buttinelli  
President, CSEA Teaching Assistant/Aide Unit