

# MEMORANDUM OF AGREEMENT

(Amendment to 2008-2012 Collective Bargaining Agreement)

**IT IS HEREBY AGREED** by and between the bargaining team for the Civil Service Employees Association, Local 1000 AFSCME, AFL-CIO, Tarrytown UFSD Non-Instructional Unit #9156-02 (hereinafter "Union") and the bargaining team for the Tarrytown Union Free School District (hereinafter "the Board of Education" or the "District") that, subject to ratification by the membership of the Union and ratification by the Board of Education, the following shall constitute an amendment to the terms of the 2008-2012 Collective Bargaining Agreement between the parties.

1. Article XXXV – Terms of Agreement

(a) Section A, page 21. Amend to delete the first sentence and replace with the following: "The term of this Agreement is from July 1, 2008 through and including June 30, 2013".

2. Article XXVIII –Salary

(a) Section A, page 15. Delete the fourth line, which reflects a 3.50% increase effective July 1, 2011, and replace with the following:

"July 1, 2011	1.50%
July 1, 2012	2.0%"

3. Salary Schedules

(a) 2011- 2012 Salary Schedule, Page 26. Amend to reflect a 1.50% increase over the 2010- 2011 salary schedule.

(b) Add a new 2012- 2013 salary schedule reflecting a 2.0% increase over the 2011- 2012 salary schedule, as amended herein.

4. Article VI - Insurance Provision.

(a) Section B, page 3. Add new second paragraph as follows:

Effective July 1, 2011, and each year thereafter, all eligible employees shall be required to make the following health insurance premium contributions with the District to pay the remainder:

Individual coverage	12%
Two-person/Family coverage	15%

(b) Section C, page 4. Add a new second paragraph as follows, making the existing second paragraph the third paragraph:

Effective July 1, 2011, any employees covered under a District health insurance plan other than the State Wide School Cooperative Health Plan (SWSCHP) must: (1) change their coverage to the SWSCHP or (2) pay any difference in the cost of the premium between the SWSCHP and such other health insurance plan through payroll deduction.

5. New – Early Notification Incentive: Any member of the bargaining unit who, on or before May 2, 2011, provides to the District an irrevocable letter of retirement from the District into the New York State Employees Retirement System, shall be eligible for the following two (2) payments: (1) \$5,000.00 on or before June 30, 2011 and (2) an additional \$5,000.00 on or before December 31, 2011, for a total of Ten Thousand and 00/100 (\$10,000.00) Dollars. Any payments made pursuant to this Paragraph prior to the bargaining unit member's effective date of retirement shall be made in accordance with customary payroll procedures. Any other payments shall be made off-payroll. The effective date of the bargaining unit member's retirement shall be between June 30, 2011 and August 31, 2011. This provision shall sunset and no longer be effective, notwithstanding §209-a(1)(e) of the Civil Service Law, as of January 1, 2012.

6. New

(a) No member of the bargaining unit shall be subject to a temporary lay-off as the result of budgetary constraints between July 1, 2011 and August 31, 2011 or July 1, 2012 and August 31, 2012. This provision shall sunset and no longer be effective, notwithstanding §209-a(1)(e) of the Civil Service Law, as of September 1, 2012.

(b) For the 2011- 2012 school year only, there shall be no reductions of bargaining unit member positions (full-time to part-time or 12 months to 10 months) other than one (1) full time Office Assistant position with no employee to lose employment as a result. This provision shall sunset and no longer be effective, notwithstanding §209-a(1)(e) of the Civil Service Law, as of July 1, 2012.

(c) For the 2012- 2013 school year only, the maximum number of staff reductions of bargaining unit positions shall not in total exceed 3.0 Full Time Equivalent (FTE) positions. This provision shall sunset and no longer be effective, notwithstanding §209-a(1)(e) of the Civil Service Law, as of July 1, 2013.

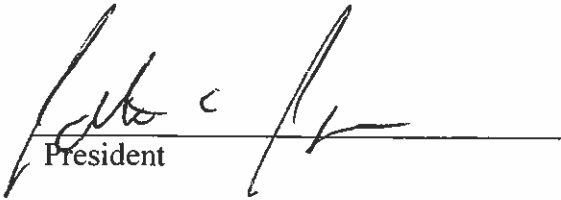
7. All of the provisions of the 2008-2012 Agreement between the parties shall remain unchanged except as provided above.

8. The parties agree that the extension of the 2008- 2012 Agreement as agreed upon herein shall not constitute a precedent.

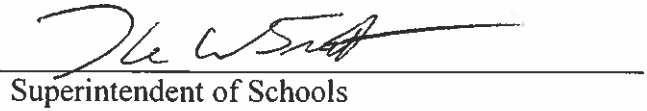
9. This Agreement is subject to the ratification and approval of the Board of Education of the Tarrytown Union Free School District and the membership of the Union.

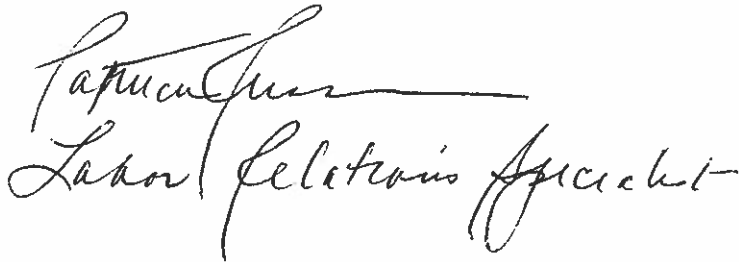
Dated: April 14, 2011

**FOR THE UNION**

  
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President

**FOR THE TARRYTOWN UNION FREE  
SCHOOL DISTRICT**

  
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Superintendent of Schools

  
Labor Relations Specialist