

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the "Agreement") is entered into this 13 day of February 2017 by and between the Day Care Council of New York ("DCCCNYS") and the Council of School Supervisors and Administrators ("CSA"), extending the parties' collective bargaining agreement between DCCNY and CSA that expired September 30, 2014, except as modified below.

**1. Article III—Salary Scale and Rates**

- a. The minimum salaries shall be the higher of those set forth in Paragraph 1.b, below, or six percent (6%) above the City-authorized UPK teacher's rate (including retention money or any other wage compensation) (for Assistant Directors, three percent (3%) above the City-authorized UPK rate)
  
- b. The salary scale referenced in Article III, Section 1 shall be revised to reflect the following, and other titles/pay grades shall be eliminated from the table of salary scales:

Effective 7/1/15	Director C with MA	\$56,710
	Director C without MA	\$55,640
	Assistant Directors	\$53,500
Effective 10/1/16	Director C with MA	\$56,710
	Director C without MA	\$56,154
	Assistant Directors	\$55,042
Effective 12/31/17	Director C with MA	\$56,710
	Director C without MA	\$56,154
	Assistant Directors	\$55,042
Effective 12/31/18	Director C with MA	\$58,778
	Director C without MA	\$58,224
	Assistant Directors	\$57,114
Effective 7/1/19	Director C with MA	\$60,991
	Director C without MA	\$60,416
	Assistant Directors	\$59,265
Effective 9/30/20	Director C with MA	\$63,287
	Director C without MA	\$62,690
	Assistant Directors	\$61,496

- c. Sections 2 and 5 shall be deleted.

## **2. Article VII—Sick Leave**

A new Section 2 shall be added, stating:

The parties agree that the New York City Earned Sick Time Act (“ESTA”) shall not be applicable to the Union’s bargaining unit and that ESTA’s requirements are waived. Employees may, however, use sick time for any reason recognized by ESTA, as set forth below:

(a) Employees may use sick time for the following reasons:

1. The employee’s mental or physical illness, injury, or health condition;
2. The employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
3. The employee’s need for preventive medical care;
4. The employee’s elective surgery, including organ donations;
5. Care of a family member who needs medical diagnosis, care, or treatment of an illness, injury, or health condition, or who needs preventive medical care;
6. Care of a family member who has elective surgery, including organ donations;
7. Closure of employee’s workplace due to a public health emergency (as declared by the Commissioner of the New York City Department of Health and Mental Hygiene or the Mayor);
8. The employee’s need to care for a child whose school or child care provider is closed due to a public health emergency.

(b) The following individuals are recognized as an employee’s family member:

1. Child (biological, adopted, or foster child; legal ward; child of an employee standing in loco parentis);
2. Grandchild;
3. Spouse;
4. Domestic partner, where the domestic partnership has been registered under Section 3-240 of the NYC Administrative Code;
5. Parent;
6. Grandparent;

- 7. Child or parent of an employee's spouse or domestic partner;
- 8. Sibling (including a half, adopted, or step sibling).

**3. Career Ladder Program (new)**

- a. DCCNY and CSA both want to create opportunities for exemplary Directors and Assistant Directors to maintain and further their professional development, education and certification. Career ladder funding of \$150,000 will be immediately available for this purpose as well as an additional \$150,000 for FY 18.
- b. Within 30 days of the ratification of this Agreement, DCCNY and CSA will convene a joint labor-management committee to establish parameters for distribution of career ladder funds as set forth herein. The committee will be made up of an equal number of representatives appointed by the Executive Director of DCCNY and the CSA President.

**4. Article XI—Health and Welfare Fund**

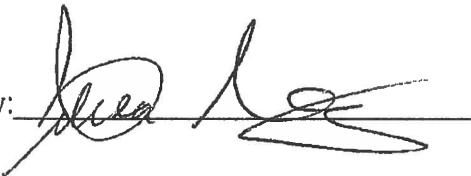
- a. The parties agree that the current Emblem Plan with the current 20% employee contribution rate will be maintained.
- b. Contributions toward administration of the Day Care Directors Welfare Fund from New York City shall be at the level of \$100 per member per year.

**5. Article XV—Duration of Agreement**

The term of the CBA shall be from October 1, 2014 through September 30, 2020.

Agreed to this 13 day of February 2017

DAY CARE COUNCIL OF NEW YORK

By: 

COUNCIL OF SCHOOL  
SUPERVISORS AND ADMINISTRATORS

By: 