

MEMORANDUM OF AGREEMENT dated this 12th day of May 2023, by and between the negotiating representatives of the NASSAU COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES (hereinafter referred to as the "Nassau BOCES") and the negotiating representatives of the NASSAU BOCES CIVIL SERVICE EMPLOYEE ASSOCIATION, LOCAL 1000 (hereinafter referred to as "CSEA").

1. General

The labor contract between the parties for the period July 1, 2019 through June 30, 2021 expired on June 30, 2021. The parties herewith agree that said contract shall be modified effective as of July 1, 2021, to the extent set forth herein, as a result of their collective bargaining for a successor contract to the expiring labor contract, subject to the "Contingencies" hereinafter set forth. Except for changes to the collective bargaining agreement ("CBA") expressly set forth herein and changes in the language of the CBA made necessary by the following agreement, the provisions of said expiring CBA shall remain unchanged.

2. Contingencies

- A. This Memorandum of Agreement is subject to formal ratification by the Board and the membership of the CSEA. The ratification shall occur within sixty (60) days of the date of execution of this Memorandum of Agreement. If either party fails to ratify or fails to act within the aforesaid sixty (60) day period, this Memorandum of Agreement shall be of no further force and effect and shall be null and void unless otherwise agreed upon by the parties.
- B. The terms of this Memorandum of Agreement memorialize the agreement of the negotiating representatives of the parties. Each party's negotiating representatives shall urge their respective principals to ratify this Memorandum of Agreement.

3. Incorporation into the Parties' Expired Labor Contract

This Memorandum of Agreement shall be incorporated into a more formal written contract succeeding the parties' expired labor contract. After the execution and ratification of this Memorandum of Agreement, it is understood that it will be necessary for the parties to agree upon formal contract language incorporating the specific understandings set forth herein, except where specific language has already been provided for herein. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' successor formal labor contract. It is understood that items of agreement not set forth in italicized text will require the drafting of contract language for insertion into the parties' more formal agreement. It is further understood that other editorial changes resulting from agreements to modify existing contractual language will also be necessary in drafting the successor labor contract.

4. Terms

A. Duration

The parties' expired labor contract shall be modified to provide a contract term effective July 1, 2021 through June 30, 2025. The parties' successor agreement shall be modified throughout to reflect the revised term of the agreement.

B. Wages

i. Comprehensive salary modifications

For the 2021-22 year, unit members in the employ of Nassau BOCES prior to July 1, 2021, for a full year and who maintained continuous employment through June 30, 2021, shall receive a \$1,000.00 cash payment, not to be added to their base salary, paid as soon as practicable following ratification of this Memorandum of Agreement. Unit members employed on a date between July 1, 2020 and June 30, 2021, and who either remained employed as of June 30, 2021 or worked at least three (3) months during 2020-2021, will receive a pro rata bonus award based upon the date of their employment. Unit members hired on or after July 1, 2021, shall not receive this bonus award.

For the 2022-23 year, unit members in the employ of Nassau BOCES prior to July 1, 2022, for a full year and who maintained continuous employment through July 1, 2022, shall receive a \$1,500.00 cash payment, not to be added to their base salary, paid as soon as practicable following ratification of this Memorandum of Agreement. Unit members employed on a date between July 1, 2021 and June 30, 2022, and who either remained employed as of June 30, 2022 or worked at least three (3) months during 2021-2022, will receive a pro rata bonus award based upon the date of their employment. Unit members hired on or after July 1, 2022, shall not receive this bonus award.

Effective July 1, 2023, the salaries and point levels for CSEA unit members shall be adjusted. The parties have agreed that the compensation assigned to certain higher pay grades shall be applied to the compensation assigned to lower pay grades. This "compensation grade level shift" shall result in unit members receiving salaries that are at least 3% higher than their existing salaries. Nassau BOCES, in its sole discretion, shall determine the appropriate placement of higher grade level salaries when shifting the grade level compensation to lower grades. This adjustment will result in a new salary chart.

For the 2024-25 year, effective July 1, 2024, all unit members will receive a 2% increase to the salary in effect on June 30, 2024. All point levels will be increased by 2%.

- ii. Effective July 1, 2023, the wage rate for the assignment of teacher aides to qualified assigned teacher aide duties shall be \$36.00 per daily assignment.

C. Other Contract Modifications Effective July 1, 2023

- i. Dinner allowance (Article 3, Section 3.11)

Modify the section as follows:

Unit members who work after 6:30 p.m., and are not regularly scheduled to do so, shall receive a dinner allowance of \$12.00. This does not apply for unit members working remotely.

- ii. Shift differential (Article 3, Section 3.12)

Modify the section as follows:

Employees whose regularly scheduled shift of at least 6.5 hours begins after 3:00 p.m. shall receive a differential of \$725.00 per annum.

- iii. Alternate custodial, grounds and/or maintenance shift (Article 3, Section 3.13)

Modify the second sentence of the provision as follows:

The foregoing shall be applicable to all titles.

- iv. Out-of-title (Article 3, Section 3.14)

Broaden the eligibility of out-of-title work beyond custodial staff to include all titles. Modify the provision as follows:

Effective January 1, 2007, unit members who are directed by their supervisor to perform the duties ordinarily assigned to another employee with a higher Civil Service classification for a period of more than ten (10) consecutive days (the absence for which coverage is needed) shall be paid at the higher grade level (not the rate of pay of the covered employee) for the period of time the employee is assigned the out-of-title work, beginning on the 11th day of the assignment to the out-of-title work. The out-of-title work must be approved by the department before the unit member begins and, if needed, renewed annually.

- v. Length of day (Article 3, Section 3.17)

Add a sentence to the section referencing the determination of Arbitrator Barry J. Peek's August 23, 2021 arbitration opinion and award regarding bus matron/driver teacher aide compensation for bus duty.

- vi. Sick leave bank (Article 4, Section 4.4)

Add a new subsection, 4.4(D)(4), to read as follows:

Nassau BOCES employees who are not members of the CSEA bargaining unit may only donate up to twelve (12) days to the CSEA Sick Leave Bank upon their retirement.

vii. Bereavement leave (Article 5, Section 5.1)

Delete the existing section and add following in place thereof:

Bereavement Leave

Unit members will be granted five (5) bereavement days in the event of the death of an immediately family member that must be taken on consecutive workdays. The five (5) days granted for the death of someone in the immediate family shall not include legal holidays, snow days, weekends or days considered to be non-working days according to the Nassau BOCES twelve (12) month employee calendar. Bereavement leave for an immediate family member shall be proximate to the death of the immediate family member and shall begin within ten (10) business days following the death. Application for non-proximate usage, as defined in the preceding sentence, will be reviewed on a case-by-case basis by the chief officer for Human Resources or their designee, and will be granted based on the following factors:

- 1. Relocation of the body, or delayed release of the body, from a geographical area that is distant from New York.*
- 2. International deaths.*
- 3. The scheduling of memorial services no more than three (3) months following the date of death. (Application for use of up to two (2) of the five (5) days of bereavement leave proximate to the death, and up to three (3) of the remaining five (5) days of bereavement leave days for attendance at the memorial service shall be permitted, not to exceed a combined total of five (5) days.)*

No exceptions shall be made to the requirement that such leave is taken on consecutive workdays, except as approved under subsection 3 above.

viii. Bonus for waiver of health coverage (Article 7, Section 7.10)

- 1. Modify the second paragraph of the section to read as follows:
Bonuses paid pursuant to this Section 7.10 shall be paid in accordance with Section 125 regulations and shall not become part of the unit members' base salaries. Payment will occur in the January following a calendar year in which the unit member waived coverage for the preceding twelve (12) calendar months.*
- 2. In the first and third paragraph of the section, change fiscal year to calendar year.*

ix. Leave for injury by Nassau BOCES student (Article 7, Section 7.13)

- 1. Modify the second paragraph of the section to remove the "certified by the Building Principal" requirement.*
- 2. Increase the number of eligible days of paid leave from six (6) to ten (10) days in the first, second and third sentences of the existing provision.*

x. Editorial changes to the grievance procedure (Article 8, Section 8.3)

Change to *working days* throughout.

Modify *department head* to include *as designated by the District Superintendent or their designee*.

5. Staffing determinations to be implemented by the Nassau BOCES

The Nassau BOCES has informed the bargaining unit of certain staffing determinations that are within the sole discretion of the Nassau BOCES to make, arising from the intended creation of a new position of "teaching assistant." Said determinations are non-mandatory subjects of collective bargaining which the Nassau BOCES has declined to negotiate but which the Nassau BOCES has determined to implement. The foregoing determinations are set forth in a letter from the District Superintendent to the President of the CSEA, the receipt of which is acknowledged.

Notwithstanding the foregoing, the Nassau BOCES agrees to accrete to the bargaining unit the position of teaching assistant commencing with the appointment of the first such teaching assistant by the Nassau BOCES, subject to the requirements of the Public Employment Relations Act and the Rules of the Public Employment Relations Board. Effective July 1, 2023, the wage rate of a teaching assistant shall be the same rate set forth in I06 of the graded wage rate schedule.

6. Incorporation of side letter of agreement regarding work on a day when Nassau BOCES' campuses are physically closed due to snow or a weather-related emergency

The side letter, signed on December 15, 2020, was pursuant to the December 1, 2020 New York State Education Department ("NYSED") memorandum permitting the conversion of snow days into remote instruction days. Add a new section in Article 3 (compensation) to provide as follows:

Unit members remaining home as a result of the closure of Nassau BOCES' campuses on a snow day or due to other weather emergencies shall receive their regular wages. Pursuant to the December 1, 2020 NYSED memorandum, all staff may be required to work remotely from home on a snow day. Notwithstanding the conversion of a snow day to a remote instruction day as permitted by the December 1, 2020 NYSED memorandum, at Nassau BOCES' election, certain CSEA unit members may be required to report to Nassau BOCES campuses to perform tasks such as snow removal, prepping of school buses and the like. Such unit members shall be paid premium pay at the rate of time and one-half of their regular wages for every hour worked at Nassau BOCES premises when directed by the administration to report to Nassau BOCES premises to address emergency snow or weather-related work. This shall not include travel time to or from the Nassau BOCES premises.

<p>Dated: 4/19/23</p>	<p>NEGOTIATING REPRESENTATIVES OF THE NASSAU BOCES CIVIL SERVICE EMPLOYEE ASSOCIATION, LOCAL 1000</p> <p>by: <u>Enrique M. Mahon</u></p> <p><u>[Signature]</u></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Dated: 4/20/23</p>	<p>NEGOTIATING REPRESENTATIVES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY</p> <p>by: <u>James Uddemes</u></p> <p><u>[Signature]</u></p> <p><u>Selma Joddard</u></p> <p>_____</p>

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