

MEMORANDUM OF AGREEMENT dated this ____ day of _____ 2017, by and between the negotiating representatives of the NASSAU COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES (hereinafter referred to as the "BOCES") and the negotiating representatives of the NASSAU BOCES EDUCATIONAL ADMINISTRATORS' ASSOCIATION (hereinafter referred to as the "Association")

1. GENERAL

The labor contract between the parties for the period of July 1, 2011 – June 30, 2016 expired on June 30, 2016. The parties herewith agree that said contract shall be modified effective as of July 1, 2016, unless otherwise set forth herein, as a result of their collective bargaining for a successor contract to the expiring labor contract. Except for changes to the contract expressly set forth herein, changes in the language of the contract made necessary by the following Agreement, and changes to said contract requiring removal and/or modification of expired contract language, the provisions of said labor contract shall remain unchanged. Italicized text is set forth as precise contract language to be inserted as is set forth in this Memorandum of Agreement into the parties' 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.

2. CONTINGENCIES

This Memorandum of Agreement is subject to formal ratification by the BOCES Board and the membership of the Association. Such ratification shall occur on or before thirty (30) days from the execution of this Memorandum of Agreement. If either party fails to ratify or fails to act on or before thirty (30) days from the execution of this Memorandum of Agreement, this Memorandum of Agreement shall be of no further force and effect and shall be a nullity. Notwithstanding the foregoing, the team of negotiating representatives for each party will urge their respective principals to ratify this Memorandum of Agreement.

3. INCORPORATION WITHIN COLLECTIVE BARGAINING AGREEMENT

This Memorandum of Agreement is subject to its incorporation into a more formal written agreement. Subsequent to 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.

4. TERMS

A. Duration:

The parties' labor contract shall be modified to provide for a contract term effective July 1, 2016 through June 30, 2019. It shall be retroactive to July 1, 2016, unless otherwise set forth herein. The parties' more formal agreement shall be modified throughout to reflect the revised term of the Agreement.

B. Wages / Salary Determination:

1. Section 3.3(9) shall be amended to provide as follows:

The salary ranges shall be increased as follows:

Effective July 1, 2016, the salary ranges shall be increased by 1.0%.

Effective July 1, 2017, the salary ranges shall be increased by 1.5%.

Effective July 1, 2018, the salary ranges shall be increased by 1.5%.

2. Section 3.3(1) through (4) shall be deleted and replaced with the following:

1. *Effective July 1, 2016, BOCES shall appropriate 1.00% of the payroll of members of the unit, as the same is determined as of June 30, 2016. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools. All of the resulting salary fund shall be based upon individual satisfactory performance evaluations of each administrator.*

2. *Effective July 1, 2017, BOCES shall appropriate 1.50% of the payroll of members of the unit, as the same is determined as of June 30, 2017. All of the resulting salary fund shall be distributed pursuant to the determination of the District Superintendent of Schools. All of the resulting salary fund shall be based upon individual satisfactory performance evaluations of each administrator.*

3. *Effective July 1, 2018, BOCES shall appropriate 1.50% of the payroll of members of the unit, as the same is determined as of June 30, 2018. All of the resulting salary fund shall be distributed*

pursuant to the determination of the District Superintendent of Schools. All of the resulting salary fund shall be based upon individual satisfactory performance evaluations of each administrator.

3. The parenthetical sentence in Section 3.3(7) shall be deleted in its entirety.

C. Career Level Salary Program

Section 3.4(1)(b) shall be deleted in its entirety.

D. Doctoral Degree

Effective July 1, 2016 the amount of Doctoral degree stipend reflected in Section 3.5 shall be increased from \$1,200.00 to \$2,000.00.

E. Longevity

Effective July 1, 2016, Section 3.6, shall be amended to provide the indicated longevity awards:

		<u>2016-2017</u>	<u>2017-2018</u>	<u>2018-2019</u>
1.	7-9 years	\$800.00	\$800.00	\$800.00
2.	10-14 years	\$1,772.00	\$1,772.00	\$1,772.00
3.	15 -19 years	\$2,439.00	\$2,439.00	\$2,439.00
4.	20+ years	\$2,000.00	\$2,000.00	\$2,000.00

F. Annual Leave

The second sentence of Section 5.1 shall be deleted and replaced with the following:

Such annual leave shall be earned at the rate of 1.83 days per month of employment from the anniversary date of employment and may be accumulated from year to year, up to a maximum of forty-four (44) days.

G. Recess Days

1. Effective July 1, 2017, Section 5.3 shall be modified to provide as follows:

Unit members employed on a twelve (12) month basis shall be given up to a total of five (5) additional days off per year, and unit members employed on a ten (10) month basis shall be given up to a total of four (4) additional days off per year, each to be taken during periods selected by the District Superintendent or his/her designee. Such recess days shall not be cumulative, and shall not be carried forward from year to year if unused. At the unit member's option, two (2) of his/her five (5) recess days, or four (4) recess days respectively, may be converted to a personal day for his/her use.

2. Effective July 1, 2017, a second paragraph shall be added to Section 5.3 to provide as follows:

In the event a unit member is hired after the start of the year, either after July 1 for twelve (12) month employees, or after September 1 for ten (10) month employees, said unit member shall have his/her entitlement to recess days prorated to reflect the actual portion of the year the unit member was employed for.

H. Length of Work Year

Section 7.1 shall be deleted in its entirety and replaced with the following:

In the sole discretion of the BOCES, unit members may be appointed to a work year of less than twelve (12) months duration with compensation and other benefits paid on a pro rata basis. Notwithstanding the foregoing, the BOCES shall not appoint any unit member to a work year of less than ten (10) months duration.

It is understood and agreed that the applicability of the above contract language to annual leave is subject to a determination of the court of highest and final jurisdiction in the *Matter of the Nassau BOCES Educational Administrators Association v. Board of Cooperative Educational Services of Nassau County*, bearing case no. 2017-03616.

I. Part-Time Administrators

A new Section 7.6 shall be added to Article 7 - Working Conditions entitled "Part-Time Administrators" to provide as follows:

Part-time unit members, which for purposes of this Section 7.6 shall mean those unit members working on a twelve (12) month basis for more than fifteen (15) hours per week, but less than forty (40) hours per week, shall be entitled to pro rata leave benefits commensurate with his/her percent full time equivalent.

J. Random Drug and Alcohol Testing

Any employee who drives a Nassau BOCES vehicle shall be subject to random drug and/or alcohol testing. Procedures for implementation of such drug and alcohol testing have been developed and mutually agreed upon by the parties, as set forth in Appendix A.

<p>Dated: 5-16-17</p>	<p>NEGOTIATING REPRESENTATIVES OF THE NASSAU BOCES EDUCATIONAL ADMINISTRATORS' ASSOCIATION</p> <p>by: <u>L.K.L.</u> <u>Chris Korolczuk, President</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Dated: 5/16/17</p>	<p>NEGOTIATING REPRESENTATIVES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY</p> <p>by: <u>Lidia M. Piegley</u> <u>James P. Kohn</u> <u>Macey A. Nekulak</u></p>

Appendix A
ALCOHOL AND DRUG TESTING PROCEDURE

1. Any employee who drives a Nassau BOCES vehicle in any given calendar year shall be subject to random drug and/or alcohol testing in that calendar year. Blood tests will not be the usual requirement.
2. All costs for implementing the drug testing program will be borne by the Nassau BOCES, except as outlined below.
3. All screening and confirming tests shall be kept confidential by the independent testing laboratory. Additionally, the District Superintendent, Deputy Superintendent, Director(s) of Human Resources, and counsel to the Board, who may have knowledge thereof shall also keep such screening and confirming tests confidential.
4. No record of tests conducted under these procedures shall be placed, or made reference to in any personnel file of the employee.
5. Employees shall be notified in writing within one (1) business day when records or other information related to this procedure are subpoenaed by a third party in the course of a legal or quasi-legal proceeding.
6. All testing will be done during work hours and the employees shall be paid for time spent on the testing and related procedures including traveling time to and from the test site. When employees are required to provide their own transportation, they will be reimbursed at the prevailing IRS mileage rate.
7. The following procedures shall be used for drug testing, along with any existing statutes:
 - A. The Nassau BOCES will use the split sample method. The initial screening test shall be made by the Enzyme-Multiplied Immunoassay Technique (EMIT); the confirming test shall be the Gas Chromatography/Mass Spectrometry (GC/MS) method.
 - B. In the event that the final result of the first drug test is positive, the split sample within 96 hours.
 - C. Chain-of-Custody procedures will be implemented for samples which are transported between the collection site and the testing laboratory.

- D. An initial positive test result will result in an immediate administrative leave with pay.
 - i. Where the split sample is tested and those results are negative, the employee will be re-instated and a letter shall be provided to the employee confirming the negative results.
 - ii. Where the split sample tested results are positive, the employee shall be subject to a mandatory retest within a reasonable period of time, not to exceed one (1) week, following the split sample test. Such retest shall be subject to the above-described split sample method.
 - E. A positive drug test at any time, or refusal to submit to such testing shall be cause for discipline, including termination, subject to law.
8. The following procedures shall be used for alcohol testing, along with existing statutes:
- A. Employees with a confirmed alcohol test between .02 and .039 may request to take a return-to-duty test from 8 to 24 hours after the first positives test, if the facility is open. This test will be paid for by the Nassau BOCES.
 - B. If the second test is negative the employee may return to work prior to the 24 hour period.
 - C. Chain-of-Custody procedures will be implemented for samples which are transported between the collection site and the testing laboratory.
 - D. An alcohol test of .04 or higher at any time, or refusal to submit to such testing shall be cause for discipline, including termination, subject to law.
9. This provision shall not impair the right of the Nassau BOCES to require medical and/or drug testing of employees as permitted or required by law, including, but not limited to section 913 of the Education Law of the State of New York.
10. An Employee Assistance Program ("EAP") will be available to any employee who has been subject to random drug and/or alcohol testing pursuant to this procedure upon either the employee's request or recommendation of the Nassau BOCES administration.