

MEMORANDUM OF AGREEMENT dated this __ day of 2018, by and between the negotiating representatives of the NASSAU COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES (hereinafter referred to as "BOCES") and the negotiating representatives of the NASSAU BOCES CENTRAL COUNCIL OF TEACHERS for PER DIEM SUBSTITUTE TEACHERS (hereinafter referred to as "Association").

1. **GENERAL**

The labor contract between the parties for the period of July 1, 2011 - June 30, 2017 expired on June 30, 2017. The parties herewith agree that said contract shall be modified effective as of July 1, 2017 to the extent 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 arising from 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 forty-five (45) days from the execution of this Memorandum of Agreement. If either party fails to ratify or fails to act on or before forty-five (45) 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, 2017 through June 30, 2020, unless a different commencement date is noted for any provision in this Memorandum of Agreement. The parties' more formal agreement shall be modified throughout to reflect the revised term of the Agreement.

B. Wages:

1. Article IV, Section 1(1.1)(A) shall be amended to provide the following indicated wage adjustments:

For the school year 2017-2018, unit members shall be compensated according to the following:

- a. *Uncertified/Certified - \$146.13 per day*
- b. *Clinical - \$167.78 per day*
- c. *Retiree - \$167.78 per day*

For the school year 2018-2019, unit members shall be compensated according to the following:

- a. *Uncertified/Certified - \$149.05 per day*
- b. *Clinical - \$171.14 per day*
- c. *Retiree - \$171.14 per day*

For the school year 2019-2020, unit members shall be compensated according to the following:

- a. *Uncertified/Certified - \$152.03 per day*
- b. *Clinical - \$174.56 per day*
- c. *Retiree - \$174.56 per day*

2. Article IV, Section 1(1.1)(B) shall be amended to provide for the following wage adjustments for Regularized Substitutes:

\$194.84 per day in school year 2017-2018; \$198.74 in school year 2018-2019; \$202.71 in school year 2019-2020.

3. Effective July 1, 2018, the last sentence of Article IV, Section 1.2 shall be deleted in its entirety and replaced with the following:

"If substitute teachers are directed to complete lesson plans, progress reports, IEPs or report cards, the substitute shall be paid an additional assignment at the rate of \$25.00 per hour."

C. Union Status and Rights

1. The last two sentences in Article II, Section 1.1 shall be deleted in their entirety and replaced with the following:

"The dues will be submitted to NABCOT within thirty (30) days of making such deduction."

2. Article II, Section 1.2 shall be deleted in its entirety.

Dated: 10/24/18	NEGOTIATING REPRESENTATIVES OF THE NASSAU BOCES CENTRAL COUNCIL OF TEACHERS for PER DIEM SUBSTITUTE TEACHERS by: <u>Lou A. Lucas</u> <u>Carrie D. Morand</u> <u>Robert D. Mearns</u>
Dated: 10/24/18	NEGOTIATING REPRESENTATIVES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY by: <u>Lynne Sealey</u> <u>John M. Steward</u>