

**MEMORANDUM OF AGREEMENT** dated this \_\_\_\_ day of January 2019, 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 CENTRAL COUNCIL OF TEACHERS (hereinafter referred to as "NABCOT").

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 NABCOT. Such ratification shall occur on or before thirty-eight (38) days from the execution of this Memorandum of Agreement. If either party fails to ratify or fails to act on or before thirty-eight (38) 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, 2021, 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 V, Section 1.5 shall be amended to provide the following indicated base wage adjustments:

*Effective July 1, 2017, the salary of unit members in effect on June 30, 2017 shall be increase by 1.75%;*

*Effective July 1, 2018, the salary of unit members in effect on June 30, 2018 shall be increased by 2%;*

*Effective July 1, 2019, the salary of unit members in effect on June 30, 2019 shall be increased by 1.5%;*

*Effective July 1, 2020, the salary of unit members in effect on June 30, 2020 shall be increased by 1.5%;*

2. (a) The minimum and maximum of each salary level shall be increased in accordance with Paragraph 4(B)(1) above.

(b) Appendix A, as referenced in Article V, Section 3.1, shall be modified in accordance with Paragraph 4(B)(1) above.

3. The compensation rates in the following sections in Article V shall be increased in accordance with Paragraph 4(B)(1) above: Section 1.2; Section 1.4; Section 2.14; Section 2.34; Section 3.6; Section 4; Section 5; Section 7.4; Section 12.32.

C. College and University Course Credit

Article V, Section 2.15 shall be modified to reflect the following:

*Effective July 1, 2014, all teachers may only apply for one (1) "block" movement during each school year, as described in Section 2.14.*

*Notwithstanding the foregoing limitation of one (1) "block" movement, effective January 8, 2019, teachers on Level III who are moving to the minimum range of either Level IV-A or Level IV-B may apply, at the time of the level movement, for up to two (2) "block" movements provided the course work for the block movement was completed on or prior to August 31<sup>st</sup> preceding the application. (The BOCES shall have received confirmation of the successful completion of the courses necessary for the "block" movement(s) prior to September 1<sup>st</sup>.) Up to two block movements shall be paid in addition to the level movement. On September 1<sup>st</sup> of the next school year, the aforesaid teachers may apply for an additional two (2) "block" movements. Thereafter the aforesaid teachers, who have two years prior moved to Levels IV-A and IV-B, may only apply for one (1)"block" movement for each subsequent school year.*

D. In-Service Course Credit

A new subsection shall be added to Subsection 2.2 of Article V which shall provide as follows:

*Unit members will receive one (1) in-service course credit for each term that the unit member is assigned a student teacher or a student intern. Notwithstanding the foregoing, if the teacher is given money and/or college credit(s) for the supervision of the student teacher or student intern then he or she shall not be eligible for the in-service course credit.*

E. Differentials

Subsection 7.5 of Article V shall be deleted and replaced with the following:

*Effective July 1, 2017, unit members who provide services to students which are Medicaid-reimbursable under New York State's Preschool/School Supportive Health Services Program, and who are asked to utilize their NYS professional license to certify such services shall receive a \$400 annual stipend. It is understood that all unit members who are qualified to provide Medicaid-reimbursable services shall continue to provide such services as required by the BOCES to ensure that all governmental requirements for financial reimbursement are met.*

F. Sick Leave

1. Subsection 1.2 of Article VI shall be deleted in its entirety.

2. Subsection 1.4 of Article VI shall be deleted and replaced with the following: [Parties will insert negotiated sick bank language]

*NOTE: This section is subject to finalization of the sick bank language.*

G. Special Grant Leaves

Article VI, Section 7.6 shall be revised to provide for the continued moratorium on special leave grants for the duration of this contract term.

H. Dental Insurance

The following provision shall be added to Article VI, Section 4.7:

*Effective July 1, 2018, the BOCES shall contribute \$575 per teacher toward the cost of the group dental plan.*

I. School Calendar

1. Article IV, Section 6.1 shall be deleted and replaced with the following:

*The calendars for the 2017/2018, and 2018/2019 school years are annexed hereto as Appendices B, and C respectively. Calendars for the 2019/2020 and 2020/2021 school years shall be subsequently published.*

2. The parties agree to develop a side letter regarding the length of the work year that will survive execution of a more formal contract.

J. Length of School Day

Subsection 1.12 (3) of Article IV, referring to "assistant teacher" shall be deleted in its entirety.

K. Teacher Evaluation Procedures

Effective upon ratification of this Memorandum of Agreement, the following sentence shall be added to subsection 2.3 of Article III:

*Notwithstanding the foregoing, the evaluator/observer may use technology software while conducting the evaluation and/or observation and/or take*

*photographs of the Smart Board used by the teacher during the evaluation and/or observation.*

L. Assistance in Assault Cases

The first sentence of subsection 6.1 of Article III shall be deleted and replaced with the following:

*Teachers shall be required if physically capable to immediately report all cases of assault and/or battery suffered by them to the principals or other appropriate administrators onsite who shall be required to report all such cases of assault and/or battery suffered by teachers in connection with their employment, to the Superintendent and the Board attorney. If no principal or other appropriate administrator is immediately available onsite, the teacher shall be required to report such case of assault and/or battery as soon as possible to a principal or other appropriate administrator.*

M. Probationary Protection

1. The last sentence of subsection 7.43 of Article III shall be deleted and replaced with the following:

*The final decision on the question of granting tenure shall be no later than sixty (60) days prior to June 30th of the third or fourth year of employment.*

2. The second sentence in Subsection 7.8 or Article III shall be deleted in its entirety.

N. Recognition and Unit

1. The term "diversified occupational cooperative teachers" as set forth in Subsection 1.3 of Article I, shall be changed to reflect the following: "diversified occupational cooperative teacher coordinator".
2. The term "diversified occupational cooperative teachers" as set forth in Subsection 1.41 of Article I, shall be changed to reflect the following: "diversified occupational cooperative teacher coordinator".

O. Dues Deduction and Remittance

1. Subsection 2.1 of Article II shall be deleted and replaced with the following:

*The Board shall deduct union dues out of current wages payable to each employee member of NABCOT who has so authorized, or hereafter so authorizes, the deduction. Such deduction shall be made upon receipt of a duly executed payroll deduction authorization of the employee, prepared by NABCOT. The dues deducted will be submitted to NABCOT no later than thirty (30) days after receiving proof of a duly executed payroll deduction authorization.*

2. Subsection 2.2 of Article II shall be deleted in its entirety.

P. Random Drug and 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: 1/8/19</p> <p>Dated:</p>	<p>NEGOTIATING REPRESENTATIVES OF THE NASSAU BOCES CENTRAL COUNCIL OF TEACHERS</p> <p>by: <u>Loi a Gross</u> <u>James P. Howard</u> <u>Robert Pultrizer</u></p> <p>NEGOTIATING REPRESENTATIVES OF THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY</p> <p>by: <u>James Weaver</u> <u>Charles P. Fitzgerald</u></p>
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Appendix A

**DRUG AND ALCOHOL TESTING PROCEDURES  
(attached)**



## ALCOHOL AND DRUG TESTING PROCEDURE

1. Any employee who drives, or is authorized to drive a Nassau BOCES vehicle shall be subject to random drug and/or alcohol testing. 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 and all Nassau BOCES personnel authorized to have knowledge thereof.
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 employee shall have the option to request a test of the split sample within 72 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.
    - i. Where an employee chooses to have the split sample tested and those results are negative, the employee will be re-instated.

- ii. Where an employee does not choose to have the split sample tested, or where an employee chooses to have the split sample tested and those results are positive, the employee shall be subject to a mandatory retest within a reasonable period of time following the initial 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 and the employee's work has not been committed to another unit member, 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.

## NABCOT/Occupational and Physical Therapists

Upon ratification of a Memorandum of Agreement by the parties, Article VI Section 1.2 shall be deleted in its entirety, and a sick leave bank shall be established, which shall replace existing Article VI, Section 1.4 in its entirety. Such sick leave bank shall be established as follows:

1. Effective [Enter Ratification Date], a sick leave bank shall be established. The purpose of the sick leave bank shall be to permit application for a grant of sick leave bank days when an employee requires a catastrophic medical leave, which is defined as follows: "a full-time unit member's illness or injury of at least thirty (30) consecutive calendar days requiring hospitalization, institutionalization, confinement to bed or an illness or injury that has resulted in a full-time unit member's complete inability to perform each and every regular duty' or the illness or injury of a spouse or dependent child of at least thirty (30) consecutive calendar days requiring hospitalization, institutionalization, or confinement to bed."\*
2. Full-time (1.0 FTE) NABCOT unit members, Occupational Therapists and Physical Therapists whose cumulative leave allowance is exhausted shall be eligible to request days from the sick bank.
3. A Committee will be formed to act on Sick Leave Bank requests. The Committee will consist of three full-time NABCOT Bargaining Unit members, appointed by the NABCOT President and two Nassau BOCES administrators appointed by the District Superintendent or his/her designee. Meetings will be held during work hours at the request of either Party, within three days of the request or as soon as reasonably practicable.
  - a. Upon execution of the contract, the committee will convene to establish rules and procedures for the operation of the committee. The committee shall adhere to the requirements of HIPAA.
4. Days from the Sick Leave Bank shall be accessed in the following manner:
  - a. Eligible unit members only shall be granted up to a maximum of fifty (50) days from the sick bank during the entirety of their employment with Nassau BOCES. Days can be used intermittently or on a reduced leave schedule basis. This fifty (50) day maximum shall apply to any and all requests from an individual employee, including requests for him/herself, his/her spouse and/or his/her dependent child.
  - b. The Committee in its sole unreviewable discretion shall determine the amount of days, if any, to be awarded to assist an employee suffering a catastrophic illness, as defined in Section 1.41 above. Decisions of the Committee must be carried by a vote of three (3) or more.

- c. Notwithstanding the foregoing limitation of days granted to an individual unit member, an eligible unit member may be granted additional days from the sick bank, to be used intermittently or on a reduced leave schedule basis, in excess of the fifty (50) day maximum, at the sole and unreviewable discretion of the Committee upon a vote of four (4) or more.
  - d. All decisions of the Committee are final and are not subject to the Grievance Process or Arbitration and shall not be appealable in any forum.
5. Days for the Sick Leave Bank shall be obtained in the following manner:
  - a. Effective [Enter Ranncation Date], any sick leave days left in the current NABCOT Sick Leave Bank during the 2018/2019 school year, (settlement date) shall be rolled over into the newly established sick leave bank. Once the aforementioned sick bank has been exhausted, approved donation requests shall be funded in accordance with Section 5.b and c below.
  - b. Active fulltime NABCOT unit members, Occupational Therapists and Physical Therapists can make a voluntary donation to the NABCOT Sick Leave Bank, on an as needed basis, of up to ten (10) sick leave days per incident.. For purposes of this section "incident" shall be defined as an individual unit member's request to the sick leave bank regarding the same catastrophic medical leave, regardless of whether additional days are requested and/or granted to such unit member.
  - c. Upon retirement from the New York State Teachers' or Employees' Retirement System, retiring NABCOT unit members, Occupational Therapists and Physical Therapists shall be permitted to contribute up to ten (10) days of accumulated sick leave to the NABCOT sick leave bank. Such donation upon retirement shall be in addition to any days previously donated by the retiring employee.
6. In the event an eligible unit member, who was granted an award of days from the sick leave bank, is able to return to work prior to utilization of all days granted, all unused days shall be returned to the sick leave bank.

\*Criteria in Section 1 above shall be the sole pre-requisite to obtain days from the NABCOT Sick Leave Bank.