

~~2019-2023~~**2023-2026**
Memorandum of Agreement
Between
The State of New York
And
The Public Employees Federation, AFL-CIO

Covering Unclassified Service Personnel at
The New York State School for the Deaf and
The New York State School for the Blind

1. Performance Evaluation System for Tenured Personnel for Annual Salary Determinations

a. General Guidelines

Performance evaluation is an ongoing process throughout the school year. For teaching personnel (Instructors, Audiologist and School Psychologist), this will involve observations, some of which may be informal visits by various supervisory personnel, but there should be at least one formal observation. Emphasis in the performance evaluation will be on job assignments and student learning objectives. The performance evaluation will cover the entire school year of work through June 14. Although the performance evaluation is intended primarily for salary review purposes, all personnel will be evaluated whether or not they are at the maximum of their schedule.

b. Procedures

1) Department Heads will observe and evaluate all Instructors, the Audiologist and School Psychologist before the end of each school year. The Department Head will hold a performance review meeting before the end of the school year with all Instructors, the Audiologist and the School Psychologist. During the performance review meeting, the employee will receive a written performance evaluation of the current school year, and a written performance plan for the next school year outlining performance standards and recommendations. The written performance evaluation and the written performance plan must be reviewed and approved by the Superintendent prior to the meeting. Observations will be used by the Department Head to gather information regarding the performance of the Instructor, Audiologist, or School Psychologist. At least one formal observation must take place on or before the completion of the second week in February of each school year. This will not preclude the Department Heads from making additional informal observations as needed. The formal observation will be preceded by a pre-observation meeting during which such matters as lesson content, student learning objectives, and employee progress towards employee performance standards and recommendations contained in the written performance plan will be discussed.

2) Instructors will evaluate and hold a performance review meeting with Instructor Assistants and/or Special Education Assistants under their supervision before the end of each school year. During the performance review meeting, the employee will receive a written performance evaluation of the current school year, and a written performance plan for the next school year outlining performance standards and recommendations. The written performance evaluation and the written performance plan must be reviewed and approved by the Department Head prior to the performance review meeting. An interim conference will be held on or before February 1 of each school year during which such matters as employee progress towards the stated employee performance standards and recommendations contained in the written performance plan will be discussed.

3) The Superintendent will evaluate and hold a performance review meeting with each Department Head before the end of each school year. During the performance review meeting, the Department Head will receive a written performance evaluation of the current school year, and a written performance plan for the next school year outlining performance standards and recommendations. An interim conference will be held on or before February 1 of each school year during which such matters as employee progress towards the stated performance standards and recommendations contained in the written performance plan will be discussed.

4) Within two weeks of starting work, a newly hired employee will receive a written performance plan outlining performance standards and recommendations for the applicable evaluation period.

5) These evaluations will be entered on a form which will be signed by both the evaluator and the employee being evaluated. An employee may receive one of the following ratings: effective or needs improvement. The employee may respond to the evaluation on the form. The employee's signature means only that he or she has received and understands the report and not necessarily that he or she agrees with the evaluation. The employee and the evaluator will each retain a copy of the completed form and the signed copy will be forwarded to the Superintendent (if he or she is not the evaluator). This process must be completed on or before July 15.

6) Effective with the 1999-2000 school year, eligible employees who are rated effective will be entitled to a step increase in salary effective September 1 of the school year immediately after the evaluation period if they are below the maximum of their schedule; however, an employee's salary may not exceed the maximum as a result of a step increase.

7) An employee whose performance is rated needs improvement may seek review of his or her evaluation by a performance review board consisting of the Superintendent or his or her designee, a designee of PEF and a mutually agreed upon neutral party. (Individuals who were directly involved, as an evaluator, in the evaluation of an appellant shall not serve on the board for the review of that individual's appeal. If the

PEF designee, PEF will select another person to serve on the board for that appeal; if the Superintendent, his or her substitute will be the Executive Coordinator, Office for Special Education Services or his or her designee.) The employee may be represented by PEF in presenting his or her appeal to the review board. The review board shall review the employee's performance and make the final determination of the rating. This process of review must be completed on or before August 15. If the appeal is sustained by the board, and the employee is below the maximum of the schedule, he or she will be entitled to a step increase September 1 of the school year immediately after the evaluation period.

2. Performance Evaluation System for Tenured Non-Instructional Personnel for Annual Salary Determinations

a. General Guidelines

Performance evaluation is a continuing process of review carried out by supervisory personnel on a daily basis. The written evaluation is a formal expression of ongoing activity. Emphasis in the evaluation will be on how well the employee has performed mutually understood tasks, assignments or activities as measured by specific standards of performance. The evaluation will cover a 12-month period. Although the evaluation is intended primarily for salary review purposes, all personnel will be evaluated whether or not they are at the maximum of their schedule.

b. Procedures

Performance evaluation procedures shall be as set forth in the PS&T Unit Agreement with the following modification:

An employee whose performance is rated below minimum may seek review of his or her evaluation at the local level by a performance review board consisting of the Superintendent, a designee of PEF and an agreed upon neutral party who will act as Chairperson. An individual who was directly involved as an evaluator in the evaluation of an appellant shall not serve on the board for the review of the individual's appeal. If the PEF designee, PEF will select another person to serve on the board for that appeal; if the Superintendent, his or her substitute will be the Executive Coordinator, Office for Special Education Services or his or her designee. This process of review must be completed by June 30. An employee whose appeal has been denied at the local level may seek review of his or her evaluation at the statewide/agency level by a performance review board consisting of a staff member of the Department's Office of Personnel and Labor Relations, a designee of PEF and an agreed upon neutral party who will act as Chairperson. This statewide review board shall review the employee's performance and make the final determination of the rating. This process of review must be completed on or before August 31. If the appeal is sustained by the board and the employee is below the maximum of the schedule, he or she will be entitled to a step increase on the employee's applicable performance advance date.

3. Extra-Curricular Compensation

- a. The rate for extra-curricular positions will be ~~\$15.00 per~~ **\$30.00 per** hour for each hour of work performed on extra-curricular tasks and activities. The total hours worked shall not exceed the maximum number of hours posted for the specific position.
- b. Extra-curricular positions will be posted. The development of procedures for posting extra-curricular positions shall be an appropriate subject for local-level labor/management discussions. Postings for extra-curricular positions shall include: title, duration of appointment, minimum and maximum hours worked, minimum qualifications, primary duties and responsibilities and application process.
- c. Selection and hiring for extra-curricular positions will be at the sole discretion of management and will not be limited to PS&T bargaining unit employees. Previous incumbents, whether or not in the PS&T bargaining unit, with satisfactory service, wishing to continue in the same position will be given preference.
- d. If the appointee to the extra-curricular position is otherwise employed by the School for the Deaf or the School for the Blind, extra-curricular compensation will only be paid when (a) the extra-curricular tasks and activities occur outside of the appointee's regular work hours; and (b) the extra-curricular tasks and activities are not part of the appointee's regular duties.
- e. Extra-curricular compensation will be paid to an appointee to an extra-curricular position who satisfactorily completes the extra-curricular tasks and activities as outlined in his or her appointment letter. Every effort will be made by the State to ensure such payment for the extra-curricular position is made promptly.

4. Student School Year Calendar

The student school year calendar will reflect the school calendars of the BOCES and the local school districts within the region in which each State School is located with due regard to the residential character of the student body of the School.

5. Instructors' Workday

- a. The regular workday shall be Monday through Friday and shall commence between 6:00 a.m. and 10:00 a.m.
 - b. The lunch period shall be a minimum of 30 minutes in length and duty free. Instructors shall be free to leave the School ground during their lunch periods.
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- c. Regular administrative meetings with Instructors shall be scheduled to be held during their normal workday.
- d. Instructors will be allowed daily preparation time of the equivalent of one class period each day which cannot be divided into more than two periods of time. This period will be a minimum of 45 minutes, or one class period each instructional day, whichever is greater. This preparation time shall be provided so that Instructors may have time during the required work day to engage in professional responsibilities which may include, but will not be limited to, planning for IEP goals, lessons and tests, completing reports and forms, meeting with assistants and other staff. The planning period is not intended for such activities as regularly scheduled and ongoing: staff meetings, meetings with supervisors, or in-service training. It is recognized that emergencies occur, such as unexpected parent visits; in these instances, the planning period may have to be utilized. In conjunction with these provisions, the Labor/Management Committee will periodically review the appropriateness or additions of allowable activities.
- e. Instructors will be available for individual parent conferences beyond their normal workday. Such conferences will occur beyond the workday only when parents cannot be available during the workday or on normally scheduled parent-instructor conference days. If such conferences are necessary, the Instructor will be notified 48 hours in advance of the date of the conference. These conferences shall not be scheduled to begin more than one hour after the end of the normal workday.
- f. Instructors will be required to be involved with field trips that extend beyond their normal workday only on a voluntary basis.
- g. Instructors will be required to be involved with special activities, for which they are not compensated, that involve an overnight stay only on a voluntary basis.
- h. In addition to e above, during each school year, Instructors will be required to attend up to two parent-instructor school-wide conference evenings held after the end of the Instructor's normal workday, for which he or she is not compensated. Such conference evenings will be scheduled in advance and instructors will be notified at least two months prior to the dates of such conference evenings.

6. Department Heads' Workday

- a. Effective upon execution of the MOA, the regular workweek for Department Heads will be Monday through Friday and the workday shall commence between 6:00 a.m. and 3:00 p.m. The workday shall be 7 hours in length. Management will meet and confer with the Department Heads to develop and/or review the workday schedule at the beginning of each semester and at the midpoint of each semester. Except for the time periods noted above, the established schedule will not be changed without the

consent of the employees affected, except where temporary needs dictate. In the event that a change needs to be made because of temporary program needs, reasonable advance notice and consultation will be given.

- b. The lunch period shall be a minimum of 30 minutes in length and duty free. Department Heads shall be free to leave the School grounds during their lunch periods.
- c. Department Heads will be required to be involved with field trips that extend beyond their normal workday only on a voluntary basis.
- d. Department Heads will be required to be involved with special activities, for which they are not compensated, that involve an overnight stay only on a voluntary basis.
- e. During each school year, Department Heads will be required to attend up to two parent-instructor school-wide conference evenings held after the end of the Department Heads normal workday, for which he or she is not compensated. Such conference evenings will be scheduled in advance and instructors will be notified at least two months prior to the dates of such conference evenings.

7. Conference and Workshop Expenses

Whenever staff members are directed by School or Department authorities to attend conferences, seminars or workshops they will be reimbursed for all necessary costs including travel, registration, lodging and meal expenses in accordance with the Regulations of the State Comptroller.

8. Extra Compensation for Professional Development Programs

- a. Approval of extra compensation for course work provided in the salary schedules shall be granted by the Superintendent for those courses which are required and qualify for appropriate certification. In addition, such approval shall be granted for satisfactory completion of courses given at an accredited college or university which meet two of the following criteria:
 - 1) Course work in the field of education
 - 2) Course work relating to the employee's duties
 - 3) Course work in the general area of the employee's assignment

While approved courses usually will be graduate level courses, approval may be granted for appropriate undergraduate course work completed after attainment of the bachelor's degree. Staff members who are uncertain about whether a course qualifies for extra compensation should consult with the Superintendent prior to registering for the course.

Notification of completion of course work shall be by submission of official transcripts sent directly to the Superintendent by the educational institution or from the Division of

Teacher Certification of the State Education Department. Upon receipt of such notification, salary adjustments, if justified, shall be paid effective the beginning of the next payroll period.

- b. Extra compensation for voluntary attendance at a professional development program such as in-service courses, workshops, seminars, etc. shall be granted by the Superintendent, or his or her designee, when all of the following criteria have been met:
 - 1) The professional development program is conducted outside the employee's normal workday;
 - 2) Prior approval of the Superintendent or his/her designee has been received;
 - 3) The professional development program is directly related to student learning needs and implementation of New York State standards and assessments; and
 - 4) The professional development program is successfully completed and a letter of completion, certificate or other comparable document is submitted to the Superintendent or his/her designee. Such documentation of completion shall be submitted to the Superintendent's office within 90 days of completion of the professional development program. Employees will not receive compensation for documentation submitted after 90 days of completion of the professional development program.

In-service training units (ITUs) shall be earned at the rate of one (1) in-service training unit for every successfully completed fifteen (15) contact hours of professional development programs. Employees shall earn a lump sum payment of \$400 per in-service training unit.

Employees shall be eligible for extra compensation of two (2) in-service training units per school year. If an employee fails to accumulate the full fifteen (15) contact hours of professional development programs over the course of a school year, the number of hours acquired will be carried over into succeeding school years. If an employee accumulates contact hours of professional development programs in excess of the total number eligible for extra compensation, the excess number of contact hours acquired shall be carried over into the succeeding school years, not to exceed two years from the date earned.

In addition, employees shall be eligible for up to \$150 per school year in reimbursed tuition for the cost of such professional development programs.

The compensation will be capped at a total of \$10,000 per year of the Agreement for employees at the School for the Blind and \$10,000 per year of the Agreement for employees at the School for the Deaf. At the conclusion of the term of this Memorandum of Agreement the parties will review the utilization and effectiveness of this provision and determine whether or not it shall be carried forward into the successor agreement.

9. Extra Compensation for Committee Meeting Participation

Voluntary attendance at a committee meeting scheduled during the course of a normal workday is not compensable. However, if there is a need to hold a committee meeting after the normal workday or on a pass day, attendees will be compensated at the rate of \$30.00 per meeting.

Note: *Language of paragraphs 10-15 and 18-19 replace the corresponding sections of Chapter VII of the Regulations of the Commissioner of Education. The corresponding sections are noted in parenthesis after the titles and are effective upon ratification of the 2003-2007 State/PEF Agreement for the PS&T Services Unit.*

10. Sick Leave Accumulation (Section 871.1)

- a) School year employees shall be credited with sick leave of 12 days per year, of which 6 days shall be advanced at the beginning of each semester.
- b) Special Education Assistants shall be credited with 11 days of sick leave per year at the rate of 3 hours per pay period plus an additional adjustment of 4 ½ hours to be credited on their anniversary date. Beginning with the pay period that includes September 1, 2010, Special Education Assistants shall be credited with 12.5 days of sick leave per year at the rate of 3.5 hours per pay period plus an additional adjustment of 2.75 hours to be credited on their anniversary date.
- c) Sick leave credits may be accrued to a maximum of days as set forth in the PS&T Unit Agreement.

11. Sick Leave at Half Pay (Section 871.6)

The Department shall grant such leave at half-pay for personal illness to a permanent employee eligible for such leave and subject to the following conditions:

- a) The employee shall not have less than one cumulative year of State service;
- b) The employee's sick leave, vacation credit, overtime credits, compensatory credits and other accrued credits shall have been exhausted; the employee shall be deemed to have exhausted his/her accrued credits when the sum of the employee's remaining credits, in the aggregate, is less than the number of hours in the employee's normal workday; such credits as are remaining shall be retained by the employee;
- c) The cumulative total of all sick leave at half-pay granted to an employee during his/her State service shall not exceed one payroll period for each complete school semester for 10 month employees, or for each complete six months of service for 12 month employees;
- d) (1) Sick leave at half-pay shall be granted immediately following exhaustion of leave credits except to employees who have been formally disciplined for leave abuse within the preceding year.

(2) Employees who have been formally disciplined for leave abuse within the preceding year shall be granted sick leave at half pay following ten consecutive workdays of absence, unless such waiting period is waived by the appointing authority.

(3) For purposes of this subsection, an employee is deemed to have been formally disciplined for leave abuse if any of the following conditions occurred: a time and attendance notice of discipline was settled within one year preceding the request for sick leave at one half pay, or the employee has been found guilty of time and attendance charges contained in a notice of discipline within one year preceding the request for sick leave at one half pay or the employee did not contest the time and attendance notice of discipline served within one year preceding the request for sick leave at one half pay. It does not include notices of discipline regarding issues other than time and attendance or those dismissed by an arbitrator or umpire or withdrawn by the appointing authority.

- e) Satisfactory medical documentation shall be furnished and continue to be periodically furnished at the request of the appointing authority; and
- f) (1) Such leave shall not extend a period of appointment or employment beyond such date as it would otherwise have terminated pursuant to law or have expired upon completion of a specified period of service.
 (2) Nothing contained herein shall supersede the continuous absence provisions of Part 865 of Chapter VII of the Regulations of the Commissioner of Education.

12. Personal Leave (amended Section 872.1)

Employees shall be entitled to personal leave to be credited as follows:

- a) Except as provided in paragraphs (b) and (c) below, an employee shall be credited with 30 hours personal leave each year beginning September 1. Any such employees appointed or reinstated after September 1 shall be credited with a prorated amount of personal leave determined by the percentage of time remaining in that employee's work year. Beginning on September 1, 2008, employees shall be credited with 30 hours of personal leave each year on their anniversary date. For school year 2008-09 only, employees shall also receive a prorated amount of personal leave on September 1 to cover the period from September 1, 2008 to their anniversary date. The prorated amount shall be based on the workdays in the 2008-2009 school year that have elapsed between September 1, 2008 and the employee's next anniversary date. This prorated amount must be used no later than 20 working days following the employee's anniversary date. Any unused amount shall be forfeited on the 21st working day following the employee's anniversary date.
- b) Part-time annual salaried employees working a fixed schedule of at least half-time (40 hours biweekly) shall be credited with five prorated days of personal leave each year on their anniversary date.
- c) Special Education Assistants shall be credited with 31.5 hours of personal leave each year beginning September 1. Any Special Education Assistant appointed or reinstated after September 1 shall be credited with a prorated amount of personal leave determined by the percentage of time remaining in that employee's work year.

Effective September 1, 2010, Special Education Assistants shall be credited with 36 hours of personal leave. Beginning on September 1, 2008, Special Education Assistants shall be credited with personal leave each year on their anniversary date. For school year 2008-09 only, Special Education Assistants shall also receive a prorated amount of personal leave on September 1 to cover the period from September 1, 2008 to their anniversary date. The prorated amount shall be based on the workdays in the 2008-2009 school year that have elapsed between September 1, 2008 and the employee's next anniversary date. This prorated amount must be used no later than 20 working days following the employee's anniversary date. Any unused amount shall be forfeited on the 21st working day following the employee's anniversary date.

- d) Personal leave shall not be cumulative and any personal leave credits remaining unused by an employee on the date immediately preceding the anniversary date upon which he/she is entitled to receive new personal leave credits hereunder shall be. Unused personal leave shall not be liquidated in cash at the time of separation, retirement or death. Personal leave may be drawn only at a time convenient to and approved in advance by the Superintendent or his/her designee, provided however, that personal leave for religious observance shall be granted on the days and hours required, insofar as the same may be granted at such time without interference with the proper conduct of necessary functions. The Department shall not require an employee to give a reason as a condition for approving the use of personal leave. Personal leave shall be used in not less than one-quarter hour units.

13. Extent of Allowable Leave Relating to Pregnancy (Section 875.3(c))

The employee will be granted sick leave at full pay during the period set forth in Section 875.3 (b) of Chapter VII of the Regulations of the Commissioner of Education to the extent of accumulated sick leave credits. Upon exhaustion of sick leave credits, the employee must charge other leave credits prior to going on leave without pay except as provided in Section 875.3(e) of the Regulations of the Commissioner of Education.

14. Child Care Leave (Section 875.4)

A leave of absence without pay will be granted for child care purposes for up to seven months from the date of termination of pregnancy. During such child care leave, accruals other than sick leave may be charged at the employee's option. Requests for extension of this period to a total of one year may be granted by the Superintendent. Requests for an extension beyond one year will not be granted unless unusual circumstances are brought to the attention of the Superintendent. However, the Superintendent will consider requests for reinstatement for up to one year following resignation, providing an appropriate opening is available.

Where the child is required to remain in the hospital following birth, the seven month mandatory child care leave shall, upon employee request, commence when the child is released from the hospital. If a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a

single continuous period of such hospitalization and that period shall not count toward calculation of the seven month period. In such cases, any entitlement to mandatory child care leave expires one year from the date of birth of the child.

15. Extent of Leave Relating to Child Adoption (Section 875.5)

An employee who is adopting a child will be granted a leave of absence without pay for child care purposes for up to seven months starting at the time the child enters the home. During such child care leave, accruals other than sick leave may be charged at the employee's option. Requests for extension of this period to a total of one year may be granted by the Superintendent. Requests for an extension beyond one year will not be granted unless unusual circumstances are brought to the attention of the Superintendent. However, the Superintendent will consider requests for reinstatement for up to one year following resignation, providing an appropriate opening is available.

If a child is required to be admitted to a hospital for treatment after child care leave has commenced, upon employee request, child care leave shall be suspended during a single continuous period of such hospitalization and that period shall not count toward the calculation of the seven month period. In such cases, any entitlement to mandatory child care leave expires one year from the date the child care leave originally commenced.

16. FMLA Designated Absences

Absences designated as Family and Medical Leave Act (FMLA) leave will be treated in accordance with provisions of FMLA. This includes the use of appropriate credits at the employee's option during a period of disability due to pregnancy and childbirth.

17. Instructor on Special Assignment

- a) An Instructor who is appointed to a special assignment position will maintain his/her seniority rights within his/her tenure area for the duration of the special assignment. The 40 percent teaching obligation requirement in the Instructor's tenure area will be waived.
- b) An Instructor appointed to a special assignment position who does not have prior tenure within the School for the Deaf or the School for the Blind will be placed on probation and accrue tenure in his/her area of certification. The 40 percent teaching obligation requirement in the Instructor's tenure area will not be waived. Management will be responsible for developing a schedule that will allow the Instructor to work on the special assignment, but gain experience in a certification area for tenure and seniority purposes.

18. Probation and Tenure for Instructor Assistant, and/or Special Education Assistant (Section 862.1)

(Add a new Subsection 862.1(f); re-letter the current Subsection 862.1(f) as 862.1(g); and, re-letter the existing 862.1(g) as 862.1(h) and amend as follows)

(f) Notwithstanding the provisions of Subsection 862.1(a) above, every entry appointment to, and current probationers in, the positions of Instructor Assistants, and/or Special Education Assistants, except temporary appointments, shall be subject to a probationary period of two years. However, tenured Instructor Assistants who transfer or are reappointed off preferred lists to Special Education Assistant positions will not serve a probationary period in the new position. All other provisions of Section 862.1 apply.

(g) A probationary employee, who prior to gaining tenure transfers to a new tenure area, shall be eligible for transfer as follows:

1. A probationer who has served at least two years in the new tenure area shall, at the completion of three years of service at the school, be entitled to tenure in the new tenure area.
2. A probationer who has not served at least two years in the new tenure area shall, at the completion of three years of service at the school, be granted “school tenure.” For this purpose “school tenure” means the probationer has gained the protection of Section 862.1(d) above. Upon completion of two years of service in the new tenure area or completion of the fourth year of service at the school, whichever occurs first, the probationer shall be entitled to tenure in the last area in which the probationer is serving.

(h) Employees in Instructor Assistant (Substitute) titles moving into Instructor Assistant positions shall be subject to a probationary period of two years, which may be reduced by up to one year based on the Superintendent’s assessment of the employee’s experience as a Substitute in that title.

19. Abolition or Reduction of Instructor Assistant, and/or Special Education Assistant Positions (Section 863.1)

(Add a new Subsection 863.1(c) as follows and re-letter the current Subsection 863.1(c) as 863.1(d))

(c)(1) The positions of Instructor Assistants, and/or Special Education Assistants are separate positions. Notwithstanding Subsection 863.1(a) above, where because of economy, consolidation, or abolition of functions curtailment of activities or otherwise, the position of a Instructor Assistant, and/or Special Education Assistant, in the unclassified service of the school is abolished or reduced in rank, or salary grade, suspension or demotion among incumbents in the same title shall be made in inverse order seniority in each of the positions in the service of the school in which they are employed. For part-time employees the length of service shall be pro-rated by the percentage of time worked. Notwithstanding the provisions of this subsection, upon the abolition or reduction of positions, incumbents of such positions who have not completed their probationary period shall be suspended or demoted before any incumbents who have passed probation and among such probationary employees in the same title suspension or demotion shall be made in inverse order of seniority.

(2) All employees who are suspended or demoted shall be placed on a preferred list for their respective positions for a period of four years. In addition, any Instructor Assistant who is suspended or demoted shall also be placed on a preferred list for Special Education Assistant positions for a period of four years. Such preferred lists shall have precedence in filling vacancies for the respective positions at the school in which the suspensions occurred.

(3) An Instructor Assistant whose position is abolished or reduced in rank shall be given the option of transferring to a vacant Special Education Assistant position rather than suspension or demotion, if s/he so desires. The transfer of an Instructor Assistant to a Special Education Assistant position shall not be considered a demotion.

(4) The annual salary of an Instructor Assistant who elects to transfer into a Special Education Assistant position or who is appointed from a preferred list to a Special Education Assistant position shall be determined in accordance with the provisions of the Memorandum of Understanding that sets forth the salary calculation for employees who elect to convert from Instructor Assistant positions to Special Education Assistant positions.

20. Seniority For Employees in Instructor Assistant and/or Special Education Assistant Positions

Seniority for employees in Instructor Assistant, and/or Special Education Assistant positions shall be defined as the length of an employee's continuous State service, whether part time or full time, from the date of original appointment in the unclassified service on a permanent basis. An employee who has resigned and who has been reinstated or reappointed in the service within one year thereafter, if such reinstatement or reappointment occurred prior to April 1, 1985, and within three years thereafter, if such reinstatement or reappointment occurred on or after April 1, 1985, shall be deemed to have continuous service for purposes of determining seniority. A period of employment on a temporary basis or in the classified service, immediately preceded and followed by permanent service in the unclassified service shall not constitute an interruption of continuous service for determining seniority, nor shall a period of authorized leave without pay or any period during which employees suspended from their position pursuant to Section 863 of Chapter VII of the Regulations of the Commissioner of Education.

21. ~~Deficit Reduction Leave~~

~~All unclassified service employees covered by this Memorandum of Agreement shall be subject to the provisions of Article 21 of the 2016-2019 State/PEF Agreement. This shall include application of the provisions of Article 21.1(e) to all unclassified service employees covered by this Memorandum of Agreement.~~

2221 . Duration of Memorandum of Agreement

The term of this Memorandum of Agreement shall be from April 2, ~~2019~~2023 through April 1, ~~2023~~2026 to coincide with the term of the ~~2019-2023~~2023-2026 State/PEF Agreement for the PS&T Services Unit. This Memorandum of Agreement, including all side letters and appendices will be effective beginning of business the day of ratification of the State/PEF Agreement by employees in the PS&T Unit, except as expressly specified otherwise in the provisions of this Memorandum of Agreement.

In Witness Whereof, the parties have caused this agreement to be signed by their respective parties on June 6, 2023.

MEMORANDUM OF UNDERSTANDING
between
THE STATE OF NEW YORK
and
PUBLIC EMPLOYEES FEDERATION, AFL-CIO

This Memorandum of Understanding is entered into by the State of New York (hereinafter “the State”) and the Public Employees Federation, AFL-CIO (hereinafter “the Union”), representing employees in the Professional, Scientific & Technical Services Unit.

The State and the Union hereby agree to implement a Productivity Enhancement Program for professional employees in the unclassified service at the New York State School for the Deaf and the New York State School for the Blind. This Program shall be governed by the following provisions:

- I. The Productivity Enhancement Program (PEP) allows eligible employees to exchange previously accrued **floating days, compensatory and/or** personal leave in return for a credit to be applied toward their employee share of NYSHIP premiums on a biweekly basis. In no case can the credit available under the program be applied to the employer share of NYSHIP premiums.

- II. The program will be available for the entire calendar year in ~~2020, 2022 and 2023,~~ **2024 and every calendar year thereafter.** ~~For calendar year 2021, the program shall be effective July 1, 2021 and shall be prorated. The prorated enrollment period for 2021 will be conducted as soon as practicable following ratification. The enrollment period for each year thereafter will be conducted during the month of October~~ **November** immediately preceding that **program** year.

Calendar Year ~~2020, 2021, 2022 and 2023,~~ **2024 and every calendar year thereafter.** Full-time employees, with an annual salary no greater than the SG-17 job rate, who enroll in the program will be eligible to forfeit 1 to ~~68~~ days of **floating days, compensatory and/or** personal leave standing to their credit at the time of enrollment in return for a credit of \$166.66 per day for calendar year ~~2020~~ and \$200 per day for calendar years ~~2021 (prorated), 2022 and 2023~~ to be applied toward the employee share of the NYSHIP premiums and deducted from biweekly paychecks during each year.

Full-time employees with an annual salary exceeding the SG 17 job rate and no greater than the SG 24 job rate, who enroll in the program will be eligible to forfeit 1 to ~~45~~ days of **floating days, compensatory and/or** personal leave in return for a credit of \$250 per day for calendar year ~~2020~~ and \$300 per day for calendar years ~~2021 (prorated), 2022 and 2023,~~ to be applied toward the employee share of NYSHIP premiums deducted from biweekly paychecks in each year. The credit will be divided evenly among the State paydays that fall between January 1 and December 31 ~~of these years.~~

III. The program will be available to eligible part-time employees on a prorated basis.

IV. In order to enroll an employee must:

- Be in the unclassified service in a title with a full-time annual salary (or in the case of Instructor Assistants, total annual compensation) that does not exceed the job rate in effect at the time of enrollment for an employee in salary grade 24 as specified in “Appendix I Salary Schedules” in the ~~2019-2023~~ **2023-2026** State/PEF Collective Bargaining Agreement;
- Be an employee covered by the ~~2019-2023~~2023-2026 State/PEF Collective Bargaining Agreement; and
- Be a NYSHIP enrollee and contract holder in either the Empire Plan or an HMO at the time of enrollment.

Once enrolled, employees continue to participate unless they separate from State service or cease to be NYSHIP contract holders. Leave forfeited in association with this program will not be returned, in whole or in part, to employees who cease to be eligible for participation in the program.

V. Employees must submit a separate enrollment form for each program year in which they wish to participate.

VI. During any calendar year in which an employee participates, the credit established upon enrollment in the program will be adjusted only if the employee moves between individual and family coverage under NYSHIP during that calendar year.

VII. Disputes arising from this program are not subject to the grievance procedures contained in the ~~2019-2023~~2023-2026 State/PEF Collective Bargaining Agreement.

~~VIII. The program will end on December 31, 2023 unless renewed by mutual agreement of the parties.~~

FOR THE STATE:

FOR THE UNION:

Michael N. Volforte
Director
Governor’s Office of Employee Relations

Wayne Spence
President
Public Employees Federation, AFL-CIO

Date:

Date:

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO
P.O. Box 12414
Albany, New York 12212-2414

Dear ~~Mr.~~Wayne Spence:

This will continue and confirm the understanding reached during negotiations of the 2019-2023 State/PEF Agreement regarding a pilot Mentoring Program at the School for the Deaf and School for the Blind (“SSD&B”). The State Education Department (“SED”) and the SSD&B have expressed an interest in continuing the current Mentoring Program authorized by the September 4, 2008 side letter between the State and the Public Employees Federation (“PEF”).

The parties agree that management representatives of SED and the Schools (as designated by SED) and local representatives of PEF (as designated by PEF) shall meet at the request of either party to review any emerging concerns regarding the pilot program.

The terms of any modifications to the pilot program shall be subject to review and approval by the President of PEF or ~~his~~ **their** designee and the Director of the ~~Governor’s~~ Office of Employees Relations or ~~his~~ **their** designee prior to implementation by SED and the SSD&B. The pilot program shall terminate on April 1, ~~2023~~2026, unless renewed by the parties.

Sincerely,

Michael N. Volforte
Director
~~Governor’s~~ Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO
P.O. Box 12414
Albany, New York 12212-2414

Dear Mr. Spence:

~~This will confirm our understanding reached during negotiations of the 2019-2023 State/PEF Agreement concerning unclassified service employees at the N.Y.S. Schools for the Deaf and the Blind (SSD&B).~~

~~The parties will establish a temporary committee comprised of representatives of GOER and PEF to meet and confer on the potential for present and future unclassified service employees at SSD&B to opt for membership in either the ERS or TRS retirement system as a one time election. The temporary committee shall address and review issues such as, but not limited to, the legal and fiscal considerations involved in permitting such an option to be extended to present and future employees.~~

~~It is understood that any recommendations of the temporary committee shall be submitted to the Director of the Budget for review and approval prior to any attempt to implement the recommendations.~~

Sincerely,

Michael N. Volforte
Director
Governor's Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President

Wayne Spence
President
Public Employees Federation, AFL-CIO
P.O. Box 12414
Albany, New York 12212-2414

Dear ~~Mr.~~ Wayne Spence:

This will continue and confirm our understanding reached during negotiations of the 2019-2023 State/PEF Agreement regarding 10-month full-time annual-salaried Special Education Assistant (SEA) positions at the N.Y.S. Schools for the Deaf and the Blind (SSD&B).

It is understood that the decision whether to create such positions remains exclusively with management consistent with its right to determine appropriate staffing at the SSD&B. However, as there may be mutual interest in exploring the possible creation of 10-month full-time annual-salaried SEA positions, the parties agree that management representatives of SED and the SSD&B (as designated by SED) and local representatives of the Public Employees Federation (as designated by PEF) are authorized to further discuss and develop mutually acceptable potential terms and conditions for such 10-month positions prior to the potential creation of such positions.

It is understood that any such potential terms and conditions shall be subject to review and approval by the President of PEF or ~~his~~ their designee and the Director of the ~~Governor's~~ Office of Employee Relations or ~~his~~ their designee prior to implementation.

Sincerely,

Michael N. Volforte
Director
~~Governor's~~ Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President

Mr. Wayne Spence
Wayne Spence-
President
Public Employees Federation, AFL-CIO
P.O. Box 12414
Albany, New York 12212-2414

Dear Mr. Spence:

~~This will confirm our understanding reached during negotiations of the 2019-2023 State/PEF Agreement. The State of New York and the Public Employees Federation (PEF) believe that the labor/management process is best served by providing participants in the process with the necessary tools and experiences to achieve high-functioning committees. Accordingly, the Governor's Office of Employee Relations will explore the feasibility of a comprehensive Labor/Management training program for the labor/management committees at the Schools for the Deaf and the Blind.~~

Sincerely,

Michael N. Volforte
Director
Governor's Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President

Mr. Wayne Spence
President
Public Employees Federation, AFL-CIO
P.O. Box 12414
Albany, New York 12212-2414

Dear ~~Mr.~~ Wayne Spence:

This will continue and confirm our understanding reached during negotiations of the 2019-2023 State/PEF Agreement. The parties recognize the unique missions of the School for the Deaf and the School for the Blind, and the highly specialized nature of the educational and certification specialties of PS&T bargaining unit members employed by the Schools, and hereby agree to establish a Joint Committee on Professional Issues at the Schools (hereinafter "Committee").

The Committee shall consist of three designees of the Director of the Governor's Office of Employee Relations and three designees of the President of the Public Employees Federation, AFL-CIO (PEF).

The Committee shall work collaboratively to study and make non-binding recommendations on topics including, but not limited to, the following:

- Recruitment and retention of specific PS&T bargaining unit titles at the Schools;
- Specialized training and professional development concerns unique to PS&T bargaining unit members employed at the Schools;
- Substitute teacher rates of pay at the Schools.

The State and PEF are committed to constructive and productive dialogue on these subjects in the labor/management forum.

Sincerely,

Michael N. Volforte
Director
Governor's Office of Employee Relations

Countersigned for PEF:

Wayne Spence
President