

~~2019-2023~~2023-2026
Memorandum of Understanding
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

- I. Representatives of the Executive Branch of the State of New York (hereinafter "the State") and of the Public Employees Federation, AFL-CIO (hereinafter "PEF") have jointly studied the manner in which salary schedules for professional employees in the unclassified service at the New York State School for the Blind and the New York State School for the Deaf should be adjusted to reflect the provisions of Article 7 of the ~~2019-2023~~2023-2026 State/PEF Agreement.
- II. As a result of these discussions, the State shall provide compensation to employees in these positions as described below. Such compensation shall be in lieu of any compensation adjustments such employees might otherwise be entitled to pursuant to Article 7 of the ~~2019-2023~~2023-2026 State/PEF Agreement.
- A. ~~2019-2020~~2023-2024 Salary Increase
Effective ~~April 3, 2019~~March 30, 2023, the compensation of each Instructor, Department Head, School Psychologist, Audiologist, Instructor Assistant, Special Education Assistant, shall be increased by ~~two~~three (23.0) percent. Effective ~~April 3, 2019~~March 30, 2023, new salary schedules appended as Appendices A-1, A-2, A-3, A-4 and A-5 shall be established.
- B. ~~2020-2021~~2024-2025 Salary Increase
Effective ~~April 2, 2020~~March 28, 2024, the compensation of each Instructor, Department Head, School Psychologist, Audiologist, Instructor Assistant, Special Education Assistant, shall be increased by ~~two~~three (23.0) percent. Effective ~~April 2, 2020~~March 28, 2024, new salary schedules appended as Appendices B-1, B-2, B-3, B-4 and B-5 shall be established.
- C. ~~2021-2022~~2025-2026 Salary Increase
Effective ~~March 25, 2021~~March 27, 2025, the compensation of each Instructor, Department Head, School Psychologist, Audiologist, Instructor Assistant, Special Education Assistant, shall be increased by ~~two~~three (23.0) percent. Effective ~~March 25, 2021~~March 27, 2025, new salary schedules appended as Appendices C-1, C-2, C-3, C-4 and C-5 shall be established.

D. (1) 2022-2023 Salary Increase Signing Bonus

Effective March 31, 2022, the compensation of each Instructor, Department Head, School Psychologist, Audiologist, Instructor Assistant, Special Education Assistant, shall be increased by two (2.0) percent. Effective March 31, 2022, new salary schedules appended as Appendices D-1, D-2, D-3, D-4 and D-5 shall be established. A one-time \$3,000 signing bonus will be paid to all eligible members of the PS&T Unit in the unclassified service at the New York State School for the Deaf and the New York State School for the Blind. This signing bonus is not part of basic annual salary. Similarly, the signing bonus is not subject to any salary increases and is not pensionable. The signing bonus shall be pro-rated for those employees paid on any basis other than an annual basis. Employees paid on a part-time, hourly or per diem basis shall receive a signing bonus prorated on a basis reflecting the actual hours worked between June 6, 2023 and October 19, 2023. To qualify, employees must be in continuous service in the PS&T Unit in the unclassified service at the New York State School for the Deaf and New York State School for the Blind between June 6, 2023 and October 19, 2023. Employees who separate from service between June 6, 2023 and October 19, 2023, respectively, are not eligible for this signing bonus unless they retire directly from active state employment. This bonus shall be effective October 19, 2023. Eligible members who are employed on the last day of the school year in June 2023 and the first day of the school year in August/September of 2023 have uninterrupted continuous service for purposes of the eligibility period for the signing bonus. In addition, any proration will be based only on school calendar days worked during the qualifying period of June 6, 2023 to October 19, 2023.

D. (2) Higher Education Differential

Members of the PS&T Unit in the unclassified service at the New York State School for the Deaf and the New York State School for the Blind who hold an earned Associate's Degree, Bachelor's Degree, Master's Degree, or Doctorate (e.g., MD, JD, Ph.D.) from a college or university or a professional license issued by the New York State Education Department are eligible to receive a Higher Education Differential of up to \$600 in State fiscal years 2024-2025 and 2025-2026. This will be a lump sum payment that is not added to base salary, not subject to any salary increases and not pensionable. This Higher Education Differential shall be pro-rated for those employees paid on any basis other than an annual basis, including hourly or per diem employees. Employees who are less than full-time shall receive a Higher Education Differential prorated on a basis reflecting the actual hours worked (including hours charged to accruals or in another authorized leave status) between October 1 and March 31 of the preceding State fiscal year. Authorized periods of unpaid leave during the October 1 through March 31, time period will be excluded from the calculation and only those pay periods where the employee was in pay status will be considered. The payment will be made as soon as practicable at the beginning of State fiscal years 2024-2025 and 2025-2026.

In order to receive this payment, employees must provide proof, such as a copy of their diploma or license, that they hold a qualifying degree or professional license to their agency human resources office no later than close of business on the last business day in March preceding the fiscal year in which the payment will be made. The SED Human Resources Office shall notify employees of how to submit proof within six months of ratification of this Agreement. Proof of eligibility to receive a qualifying degree or professional license will not be accepted if the degree or license has not actually been awarded. This program shall sunset on April 1, 2026 unless extended by mutual agreement.

E. Effective September 3, 2002, new appointees to the position of Special Education Assistant shall be compensated at the rate specified in the salary column headed Hiring Rate, except that appointees, who immediately prior to their appointment to this title were employed in Instructor Assistant positions, will have their annual salary calculated by multiplying their current hourly rate, times 7.5 hours per day, times 231 days. Where the above stated calculation results in a salary that is higher than the Job Rate on the Special Education Assistant salary schedule, the employee will be compensated at the higher calculated salary.

F (1). Progression across the salary schedules shall be governed by a performance evaluation system developed by a Department-level labor/management committee. The system shall provide for lateral movement at the rate of one step per year, such movement shall take place September 1 of the school year immediately after the evaluation period for each employee whose performance was evaluated as at least satisfactory. For example, a performance evaluation that occurred by the end of the 1999-2000 school year would result in a step increase effective September 1, 2000. However, for any employee whose salary is not equivalent to step on the appropriate salary schedules appended as Appendices A-1 through DC-5, such movement shall be equal to the dollar value of the difference between the two steps closest to the employee's salary. In no event shall the employee's salary exceed the maximum step as a result of such movement.

F (2). Notwithstanding the provisions of subsection (F) (1) above, employees in Habilitation Program Assistant positions who are hired or promoted on or after September 2 and through March 1 will have a performance advance anniversary date of March 1. Employees in Habilitation Program Assistant positions hired or promoted on or after March 2 and through September 1 will have a September 1 performance advance anniversary date. All employees hired or promoted in a Habilitation Program Assistant position will be required to serve at least one year before receiving their performance advance. Once the performance advance is received, subsequent performance advances will begin on the appropriate performance advance anniversary date of either March 1 or September 1. The creation of a second performance advance anniversary date will continue the practice that all employees in Habilitation Program Assistant positions will serve at least one year before the performance

advance is paid but no Habilitation Program Assistant will wait longer than one and one-half years.

G. Except as provided in subsection ~~D~~E above, the base annual salary for employees who promote to a higher level position, as set forth in § 861.1(b) of the Commissioner's Regulations, shall be either the beginning salary of the higher level position or the salary for that lateral step of the salary schedule for the higher position which would provide one full step increase in the schedule for the higher level position over the salary of the former position. For purposes of this section, the "salary of the former position" shall include the value of any performance award(s) received during the 12 month period immediately preceding the promotion.

H. In addition to the basic compensation determined in accordance with the appended salary schedules, eligible employees in the titles specified in Sub-paragraphs (1), (2) and (3) below shall have their annual salary increased by adding thereto a "Dual Certification Premium". The value of the Dual Certification Premium shall be \$1,082. Effective April 1, 1995, eligibility for the Dual Certification Premium shall require certification by the New York State Education Department as described in Sub-paragraphs (1), (2) and (3) below. Effective April 1, 2011, employees who on or before March 31, 2011 have completed the additional certification necessary to receive the dual certification premium shall continue to receive the dual certification premium. Employees who have not established eligibility by close of business March 31, 2011 will not be eligible for the dual certification premium.

(1). For Instructors and Department Heads at the New York State School for the Blind, Certification in Education of the Blind and Partially Sighted and certification in any one of the following specialties:

- Special Education
- Education of the Deaf and Hearing Impaired
- * Elementary Education*
- * Home Economics
- * Industrial Arts/Technology Education
- * Music
- * Physical Education
- * Orientation and Mobility**
- * Teaching of Speech and Hearing Handicapped
- * Art

* To be eligible for the Dual Certification Premium in the above asterisked subject areas, all employees at the New York State School for the Deaf, and employees at the New York State School for the Blind first hired after September 1, 1996, must teach the subject area 40% of his/her course load assignment.

** Any currently valid certification recognized by New York State is acceptable.

(2). For Instructors and Department Heads at the New York State School for the Deaf, Certification in Education of the Deaf and Hearing Impaired and certification in any one of the following specialties:

Special Education

Education of the Blind and Partially Sighted

- * Art
- * Elementary Education
- * English
- * Foreign Language
- * Home Economics
- * Industrial Arts/Technology Education
- * Mathematics
- * Occupational Education
- * Physical Education
- * Science
- * Social Studies
- * Teaching of Speech and Hearing Handicapped
- * Music

(3). For Instructors and Department Heads who, prior to April 1, 1985, were receiving a Dual Certification Premium pursuant to the standards established in Paragraph II. H of the 1982-85 Memorandum of Understanding, or who were employed in such positions prior to April 1, 1986 and were enrolled in course work that would meet the eligibility standards established in that Paragraph, eligibility for the Dual Certification Premium shall be as set forth in Paragraph II.G of the 1982-85 Memorandum of Understanding.

I. Effective retroactive to September 3, 2002, Special Education Assistants shall be compensated at the appropriate salary step. Effective March 31, 2005, Special Education Assistants shall be compensated at the appropriate salary step and salary lane.

J. Effective April 1, 2004, the salary lane labeled Bachelor's 60 on the Instructor's and Department Head's Salary Schedules shall also be designated as the Master's salary lane and Instructors and Department Heads who are eligible for payment in the salary lane designated Masters and Bachelors 60 shall be paid at the appropriate step on such salary lane. Employees first appointed on or after September 1, 2002 shall not be eligible for payment in the salary lane designated Bachelors/60 of the Instructors' or Department Heads' salary schedules. Effective April 1, 2011, a new Masters 15 lane shall be added to the Instructor's and Department Head's salary schedules as reflected in the salary schedule appendices and Instructors and Department Heads who are eligible for payment on the Masters 15 lane shall be paid at the appropriate step on such salary lane.

K. Full-time annual salaried employees-who work any additional days beyond the work year designated under Paragraphs III below shall be paid for such additional days at a daily rate of 1/200 of the employee's annual salary.

L. Employees shall be eligible to receive performance awards in accordance with the provisions of Article 7, Section 7.12 of the ~~2019-2023~~2023-2026 Agreement between the State and the Public Employees Federation. ~~For 2023-2024 and 2024-2025~~ Employees currently paid at or above the job rate of the salary schedule must have completed five or more years at a basic annual salary rate equal to or higher than the job rate of the employee's salary grade, receive the five year performance award, ~~and~~ ten years or more to receive the ten year performance award, ~~and~~ fifteen years or more to receive the fifteen year performance award. For 2025-2026, twelve, seventeen and twenty-two year performance awards as set forth in Article 7.12(c) of the 2023-2026 Agreement shall be based on total length of continuous State Executive Branch service. No employee who received a performance award in State Fiscal Year 2024-2025 under the provisions of Article 7.12(b) above shall lose their performance award as a result of the transition to the years of service model set forth in Article 7.12(c) and its subsections. Rather, so long as they remain eligible, such employees will continue to receive their performance award based on years of service at job rate under Article 7.12(b) until they reach a number of years that would entitle them to a greater performance award under the provisions of Article 7.12(c). In all cases, to receive a performance award under either system, employees must attain a performance rating higher than "Below Minimum" or its equivalent.

M. Effective March 31, 2009, for Special Education Assistants at Job Rate, prior service at Step 8 of the Instructor Assistant salary schedule shall be deemed as time at a base annual salary equal to or above the job rate of the Special Education Assistant salary schedule and credited for the purpose of calculating performance award eligibility pursuant to Paragraph L above.

N. In addition to the basic compensation determined in accordance with the appended salary schedules, effective September 1, 2008, eligible employees in the titles specified in Sub-paragraphs (1), (2) and (3) below shall have their annual salary increased by adding thereto a "Licensure Premium". The value of the Licensure Premium shall be \$1,000. Eligibility for the Licensure Premium shall require licensure and/or registration as described below:

A1. For Speech Instructors/Therapists, a New York State license in Speech-Language Pathology as required by the federal government for Medicaid billing;

B2. For Psychologists, a New York State license in Psychology/Counseling as required by the federal government for Medicaid billing.

€3. For Audiologists, a New York State license in Audiology as required by the federal government for Medicaid billing.

O. The "lag payroll" instituted in the 1982-85 Agreement shall remain in effect. When employees leave State service, their final salary check shall be issued at the end of the payroll period next following the payroll period in which their service is discontinued. The final salary check shall be paid at the employee's then current salary rate.

The salary deferral program instituted by legislative action in 1990, and implemented in 1991, shall remain in effect for all employees. Employees newly added to the payroll shall have five days of salary deferred pursuant to the provisions of Chapter 947 of the Laws of 1990, and amended by Chapter 702 of the Laws of 1991. Employees shall recover monies deferred under this program at the time they leave State service, pursuant to the provisions of Chapter 947 of the Laws of 1990, and amended by Chapter 702 of the Laws of 1991.

III. The rates of compensation set forth in Paragraph II above for annual salaried employees covered by this memorandum shall be compensation for the daily, weekly and yearly work schedules, and attendance and leave and related practices that were in effect as of April 1, 1999. Such schedules and practices shall include the following:

A. The work year for Instructors shall consist of 183 days, scheduled between September 1 and June 30, of which not more than 180 days may be counted as days of instruction. Days of instruction which are lost because of a State Education Department determination to close either of the Schools due to weather related emergencies or other emergency conditions may be subtracted from the Easter/spring recess up to a total of 5 days.

B. The workday for instructors at both schools shall be 7 hours.

C. The workday for Department Heads at both schools shall be 7 hours.

D. The work year for Department Heads shall consist of 183 days. Such days shall be scheduled in accordance with Paragraph A. above, including the rescheduling of days during the Easter/spring recess described in Paragraph A. In addition, the work year for Department Heads shall include an additional 7 days scheduled between September 1 and August 31 of each school year, and subject to the following conditions:

1. There shall be reasonable advance notice of the scheduling of the additional days.
2. The Superintendent of each school shall meet and confer with Department Heads regarding the scheduling of additional days.

3. Each Department Head shall have one block of time of at least four weeks between June 30 and September 1 during which he or she shall have no additional days scheduled.
 4. If Department Heads are required to report to work on a day when the school is closed due to emergency conditions as described in Subsection A above, such day shall count toward their additional 7 days.
- E. The workday for School Psychologists and Audiologists shall be the same as that for Department Heads. The work year for School Psychologists and Audiologists shall be the same as that for Instructors.
- F. The workday for Special Education Assistants shall be 7 ½ hours. The work year for Special Education Assistants shall consist of 219 days that includes 183 days during the school year, plus 31 days during the summer, plus an additional five days for program related activities. There shall be reasonable advance notice of the scheduling of the additional five days. Effective with the 2023-24 school year, the work year for Special Education Assistants shall consist of 217 days that includes 183 days during the school year, plus 30 days during the summer, plus an additional four days for program related activities. There shall be reasonable advance notice of the scheduling of the additional four days.
- G. Matters of work schedules may be subject to additional discussion in agency level or local-level labor/management meetings, except that such discussions may not result in decreases in workdays, workweeks or work years described above, or in diminishment of the guarantees set forth in Sub-Paragraphs D(1), (2), (3) and (4) above.
- H. Employees to whom the provisions of this Memorandum apply shall accrue leave credits in accordance with Chapter VII of the Regulations of the Commissioner of Education. Part 872 of such regulations shall be amended to provide all employees with 30 hours personal leave each year beginning September 1, or a prorated share. Part 877 of such regulations shall be amended to provide additional vacation leave to eligible employees at the end of their first and second full years of continuous service.
- IV. Employees employed on an hourly basis in the title of Instructor Assistant shall, solely for the purpose of determining eligibility for health insurance coverage, be considered the equivalent of seasonal employees.
- V. Summer Session Health Insurance for 10-Month Instructor Assistants

Effective September 3, 2002, an Instructor Assistant who is eligible for health insurance coverage through NYSHIP, may continue his/her health insurance coverage at the

employee-share premium cost during the Schools' summer session under the following conditions:

- A. The employee must be enrolled in one of the State's health insurance options (Empire Plan or HMO) at least 30 days prior to the first day of the summer session;
- B. The employee must make payments for the employee-share of the health insurance premium in accordance with procedures established by the NYS Department of Civil Service. Failure to make payments as required will result in the cancellation of coverage for the summer session;
- C. The employee must be expected to return in a benefits eligible position following the end of the summer session;
- D. All other requirements governing NYSHIP eligibility, enrollment and benefits shall apply; and
- E. The provision of the above health insurance coverage shall be paid for in accordance with the attached side letter.

VI. Duration of Memorandum of Understanding

The term of this Memorandum of Understanding 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 employees in the PS&T Services Unit. The provisions of this Memorandum of Understanding will be effective beginning of business the day of ratification of the Agreement by employees in the PS&T Unit, except as expressly specified otherwise in the provisions of this Memorandum of Understanding.

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

June 6, 2023

Wayne Spence, President

Public Employees Federation, AFL-CIO

Dear Wayne Spence:

Let this letter memorialize our mutual understanding reached during negotiation of the 2023-2026 Agreement regarding compensation for employees in the Special Education Assistant Title. To address PEF's continuing concerns regarding compensation of employees in this title, we agreed that the Director of Classification and Compensation shall act in an advisory capacity to the State Education Department by conducting a study and making recommendations regarding proper compensation of employees in this title. The study will consider factors including, but not limited to, comparability of SEA salaries, and work days/work year, with those in nearby local school districts and comparable titles at the Schools and in the classified State service, SED's recruitment and retention experience with respect to employees in this title, and how the title's compensation, duties and qualifications align with other titles within the New York State School for the Deaf and New York State School for the Blind and the classified State service.

The Director of Classification and Compensation shall present their findings to the State Education Department, the Director of the Office of Employee Relations and the President of PEF no later than 18 months following ratification of the 2023-2026 State/PEF Agreement. SED retains all rights it currently enjoys to allocate, reallocate, classify and reclassify job titles including the Special Education Assistant title.

Sincerely

Michael N. Volforte, Director

Office of Employee Relations