

AGREEMENT

between

**THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
of NASSAU COUNTY**

AND

**NASSAU BOCES CENTRAL
COUNCIL OF TEACHERS,
LOCAL 2551**

**NEW YORK STATE UNITED TEACHERS
AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

for

**THE UNIT OF PHYSICAL AND OCCUPATIONAL
THERAPISTS**

July 1, 2022 - June 30, 2027

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ARTICLE I - THE AGREEMENT

Section 1. Recognition and Unit

1.1 By order dated May 5, 1987, the Public Employment Relations Board certified that the NASSAU BOCES CENTRAL COUNCIL OF TEACHERS, Local 2551, NYSUT, AFT, AFL-CIO (hereinafter referred to as the NABCOT), was designated as the exclusive representative for the bargaining unit hereinafter defined (and hereinafter referred to as the "NABCOT-OT/PT") for the purposes of collective bargaining with the Board of Cooperative Educational Services of Nassau County (hereinafter referred to as the "BOARD" or the "NASSAU BOCES").

1.2 The bargaining unit shall consist of all physical and occupational therapists who are employed for fifteen (15) or more hours per week. Excluded from the bargaining unit are all other categories of employees of the NASSAU BOCES.

1.3 Recognition shall be for the maximum period permitted by law.

Section 2. Savings Clause

Should any part of this Agreement be declared unlawful or unenforceable by a final decision of the highest court of competent jurisdiction, the remainder of the Agreement shall remain valid.

Section 3. Taylor Act Provision (Section 204a)

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 4. Duration

This Agreement shall be effective on, and retroactive to, July 1, 2022, and shall terminate on June 30, 2027 except as otherwise set forth herein.

Section 5. Management Rights

The NASSAU BOCES is charged by law to have in all respects, the superintendence, management, and control of the NASSAU BOCES, subject to the provisions of this Agreement. Except as expressly set forth herein, no provision of this Agreement is intended, nor shall it have the effect of abridging or violating the rights or obligations

accorded to, or imposed upon, the NASSAU BOCES by the Education Law of the State of New York or any other law or rule or regulation having the force or effect of law.

Section 6. Miscellaneous

The NABCOT-OT/PT and the Board subscribe to the principle that differences shall be resolved by collective negotiations and the utilization of grievance procedures, without interruption of the school program. Therefore, the NABCOT-OT/PT and its membership agree that there shall be no job actions including, but not limited to, work stoppages or other concerted refusals to perform their duties. Furthermore, the NABCOT-OT/PT, its agents, and/or representatives shall not urge, incite nor instigate a job action including, but not limited to, work stoppages or other concerted refusals to work by its members.

ARTICLE II - UNION STATUS AND RIGHTS

Section 1. Non-Discrimination

The NASSAU BOCES and its administrative personnel shall not discriminate against any member of the negotiating unit on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, membership or participation in, or association with, the activities of any employee organization.

Section 2. Dues Deduction and Remittance

The Board shall deduct Union dues out of the current wages payable to each employee member of the NABCOT-OT/PT who has so authorized, or hereafter so authorizes, the deduction. Such deduction shall be made upon the receipt of a duly executed payroll deduction authorization of the employee prepared by the NABCOT-OT/PT. The dues deducted will be submitted to the NABCOT-OT/PT by the fifteenth (15th) day of the following month with a computer print-out sheet.

Section 3. Use of Board Facilities

3.1 Union Meetings: The NABCOT-OT/PT may use school facilities, when available, for its meetings, provided that such meetings will not be held during instructional programs and provided that reasonable advance notice is given by the NABCOT-OT/PT.

3.2 Bulletin Boards: Space on bulletin boards allocated for the utilization of the NABCOT respecting its representation of teacher employees of the NASSAU BOCES may also be used for the purpose of posting notices and/or information relating to members of the instant bargaining unit, the NABCOT-OT/PT.

3.3 Mail Boxes: To the extent permitted by law, the NABCOT-OT/PT may use in-district mail boxes (if any) to communicate with its unit members.

Section 4. Union Time

4.1 Therapist Activities: No therapist who is an officer of the NABCOT-OT/PT shall engage in the NABCOT-OT/PT activities during the time the therapist is assigned to conduct treatment or other duties during the duty day.

However, officers of the NABCOT-OT/PT may engage in the NABCOT-OT/PT's activities during their preparation period and lunch period if not assigned to other duties.

4.2 The District Superintendent shall grant to the NABCOT-OT/PT conference days for the purpose of permitting attendance of its delegates at the annual NYSUT Convention in accordance with the practice of the parties in effect on July 1, 1982.

Section 5. Labor-Management Committee

A Labor-Management Committee shall be established consisting of the Coordinator of Therapists, an administrator appointed by the District Superintendent, and two (2) unit members appointed by the President of the NABCOT-OT/PT. The committee shall meet periodically to review matters of mutual concern including subject matter such as that discussed by the NABCOT Teachers' Policy and Philosophy Committee.

ARTICLE III - PROFESSIONAL STATUS AND RIGHTS

Section 1. Therapist Evaluation Procedures

1.1 Every therapist shall receive annually, prior to the end of the school year, a copy of the therapist's final evaluation report. (Probationary therapists shall receive a six-month interim evaluation, as well as an annual evaluation.)

1.2 The evaluator/observer may use technology and software while conducting the evaluation and/or observation and/or take photographs of the classroom during the evaluation and/or observation. The evaluator/observer may use mechanical or electronic devices without permission from the therapist provided there is no video recording during student instruction.

1.3 If a therapist desires a conference relating to the therapist's evaluation report, a request for such a conference must be made by the therapist within five (5) school days after receipt of such report, and the administrator shall schedule such conference within five (5) school days after such request.

1.4 Each therapist shall have the right, upon request, to review the contents of the therapist's personnel file emanating from the NASSAU BOCES as maintained by the Human Resources Department. This excludes confidential papers from outside the school system. Upon reviewing the file, the therapist shall initial the contents thereof. Refusal to initial shall not require the removal of any such material in the therapist's file. Such initialing is for the purpose of establishing that the therapist has been informed of the material and is not to be construed as agreement or disagreement with the material. The therapist shall have the right to introduce into the therapist's file any response to the material. A therapist requesting the opportunity to review the therapist's file shall be informed of other files in the NASSAU BOCES that bear the therapist's name so that the therapist may review them as the therapist wish. Upon two (2) days written request by the therapist, a copy of any such material shall be reproduced at cost to the therapist.

Section 2. Therapist Assignments

2.1 Therapists will be afforded the opportunity to consult with the administration concerning assignments prior to finalization thereof.

Assignments will be made by the administration taking into account the following:

- 2.1.1 The best interests of the students and/ or the instructional program of the NASSAU BOCES;
- 2.1.2 The professional background and preparation of each therapist;
- 2.1.3 Therapist preference for assignment;
- 2.1.4 The opportunity to enhance the therapist's professional growth.

Section 3. Transfers

3.1 Voluntary Transfers

3.1.1 Any therapist may submit a written request to the Department of Human Resources with a copy to the therapist's building principal or supervisor for a transfer to another work location or assignment. These requests shall be filed in accordance with a deadline established annually. Such requests may be submitted even though an opening does not exist at the time thereof.

3.1.2 If an opening exists and is applied for by a therapist and is denied, such therapist will be provided with a reason for the denial.

3.2 Involuntary Transfers

3.2.1 Unit members shall be notified in writing of involuntary transfers. Following receipt of said notice, the therapist may request a meeting with a related services supervisor and the therapist's building principal to discuss the same.

3.2.2 The decision to transfer shall be premised upon the needs of balanced staffing in the schools taking into account suitability of assignment and the overall good of the program.

3.2.3 Notice of involuntary transfers shall be given to the NABCOT-OT/PT prior to the transfers.

3.2.4 The above provisions, sections 3.1 and 3.2, shall apply equally to therapists on an authorized leave of absence.

3.2.5 Involuntary transfers occurring hereunder shall not be premised upon unfair treatment or partiality nor used as a substitute for appropriate disciplinary procedures.

Section 4. Discipline and Discharge

4.1 Administrative Conferences: At any administrative conference where a written reprimand is to be imposed, the employee and the NABCOT-OT/PT President shall be given twenty-four (24) hours notice thereof, except where an emergency is present or where consideration of confidentiality or inquiry is involved. The employee shall have the right to union representation at the conference.

4.2 The NABCOT-OT/PT, pursuant to the Civil Service Law, hereby waives the applicability of Section 75 of the Civil Service Law to any and all members of its bargaining unit with respect to the imposition of the penalty of a written reprimand by the NASSAU BOCES.

4.3 All other procedural and substantive provisions of Section 75 and/or its regulations of the Civil Service Law including, but not limited to, the NASSAU BOCES' right to suspend the employee, shall be applicable.

Section 5. Assistance in Assault Cases

5.1 Therapists shall be required, if physically able, to provide notice of all cases of assault and/or battery suffered by them on the same day the injury occurs. Notice shall be given to the principal or other appropriate administrators onsite who shall be required to report all such cases of assault and/or battery suffered by therapists in connection with

their employment to the District Superintendent and the Board Attorney. If no principal or other appropriate administrator is immediately available onsite, the therapist shall be required to provide notice as soon as possible to a principal or other appropriate administrator. In addition, the therapist shall be required to submit a substantive written report, via a BOCES created online form, by the close of the next business day. Copies of this report shall be sent to the therapist involved and to NABCOT if it so requests. Upon request, the attorney shall inform the therapist of their rights under the law. When criminal action is taken against a student because of an assault upon a therapist, the Board attorney shall notify the therapist of their readiness to assist the therapist as follows:

5.1.1 By obtaining from the police and from the principal relevant information concerning the offender.

5.1.2 By accompanying the therapist to court appearances, when needed; and by acting in other appropriate ways as liaison between the therapist, police, and the courts.

Section 6. Probationary Period

6.1 The parties agree to follow the Civil Service Law as to the length of the probationary period for therapists.

6.2 After probationary employment, an interim evaluation will be provided by the administration to each probationary employee.

6.3 Thirty (30) days notice shall be given by the administration to the employee in the event of termination during the probationary period.

6.4 A probationary therapist who is advised that the therapist's services are to be terminated shall be entitled, upon request, to a meeting with the District Superintendent or the District Superintendent's designee.

ARTICLE IV - WORKING CONDITIONS

Section 1. Workday and Number of Sessions

1.1 Effective July 1, 2021, the workday for all physical therapists and occupational therapists shall be six (6) hours and twenty-five (25) minutes duration including a one-half (1/2) hour free-lunch period and one-half (1/2) hour preparation period daily.

1.2 There will be no change in the current administrative practice regarding the number of daily work sessions to be assigned to a therapist.

1.3 Preparation Period: When requested to do so, the therapist recognizes the therapist's professional responsibility to meet with administrators, psychologists, social workers, and other ancillary staff.

1.4 Subject to the approval of the District Superintendent or the District Superintendent's designee, for demonstrated good cause, full-time therapists may request a change to part-time status after three (3) years of service, which request must be approved by the Nassau County Civil Service Commission.

Section 2. School Calendar

The work year for all occupational therapists and physical therapists shall be in accordance with the annual school calendar.

Section 3. Attendance

A uniform checklist of attendance for all physical therapists and occupational therapists will be provided to indicate such employees' presence or absence and reason therefor. Each day, a member of the principal's staff will verify the above for each physical therapist and occupational therapist. At the end of the week, the unit member will certify on the appropriate form the accuracy of the information for that week, and the payroll will be determined on the basis of the employee's certification and the official record.

Section 4. Meetings

4.1 Staff: One after-school staff meeting per month shall be scheduled in advance, subject to change with reasonable notice due to extenuating circumstances.

4.2 Parent Conferences: The therapists recognize their professional responsibility to meet with parents. All full and part-time employees are required to attend two (2) formal parent conferences during the school year. These may be held before, during (on non-treatment time), or after school hours. At the request of the parents, the therapist shall be available one evening during each conference period on a date selected by the administration.

4.3 Staff Development Days: If full-time therapist unit members are participating in a staff development day during the school year, part-time therapist unit members will be allowed to participate in the day. Part-time employees are encouraged to attend Superintendent's conference day events. The administration will provide part-time employees with sufficient notice in advance of the dates of the Superintendent's conference day. If a part-time employee attends a Superintendent's conference day scheduled for a day of the week when they do not work at BOCES, they will be compensated at 1/200th for a full day or 1/400th for a half day.

ARTICLE V - COMPENSATION

Section 1. Salary Plan

1.1 Salary ranges shall be as follows:

Level	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
	<u>7/1/2022</u>		<u>7/1/2023</u>		<u>7/1/2024</u>		<u>7/1/2025</u>		<u>7/1/2026</u>	
I	\$68,633.00	\$84,192.00	\$70,177.00	\$86,086.00	\$71,581.00	\$87,808.00	\$72,655.00	\$89,125.00	\$73,745.00	\$90,462.00
II	\$75,767.00	\$100,662.00	\$77,472.00	\$102,927.00	\$79,021.00	\$104,986.00	\$80,206.00	\$106,561.00	\$81,409.00	\$108,159.00
III A	\$82,358.00	\$108,898.00	\$84,211.00	\$111,348.00	\$85,895.00	\$113,575.00	\$87,183.00	\$115,279.00	\$88,491.00	\$117,008.00
III B	Min and Max of Range determined by unit member's Level III A salary and the qualifications set forth below for Level III B									

Qualifications:

<u>Level I</u>	<u>Level II</u>	<u>Level III A</u>	<u>Level III B</u>
<u>NYS License plus 0-4 years at the NASSAU BOCES.</u>	At the commencement of the employee's fifth year at the NASSAU BOCES <u>plus</u> NDT certification (not adult) <u>or</u> SI certification <u>or</u> 9 related credits* <u>or</u> advanced Masters or Doctorate.	At the commencement of the employee's ninth year at the NASSAU BOCES <u>plus</u> Advanced Master's degree <u>or</u> NDT certification + 9 related credits* <u>or</u> SI certification + 9 related credits* <u>or</u> 18 related credits* <u>or</u> Doctorate.**	When a unit member in Level III A reaches within 1 block of 9 credits of the maximum salary of the range, the unit member may advance into Level III B upon completion of one block and receive the full award of the block. Level III B is available to those unit members who are at or near the maximum range of Level III A. The maximum number of blocks that can be earned under this provision is three (3) blocks per year. Effective September 1, 2023, the maximum number of blocks that can be earned under this provision is two (2) blocks per year.

*Credits obtained prior to 7/1/1987, or prior to the NASSAU BOCES date of hire following 7/1/1987, may not be utilized. The number of credits required for level movement, as set forth above, applies only to level movements effective on or after 7/1/1991.

**Any employee placed in Level II on the employee's date of hire that commences the employee's fifth year at the NASSAU BOCES plus 9* related credits shall move to Level III.

1.1.1 Level I generally is to be used as the starting range, except that, for recruitment purposes, the District Superintendent may appoint new hires to any of the three ranges.

1.1.2 Upon advancement to the next level, the employee will receive an additional \$2,643.00 effective July 1, 2022; \$2,702.00 effective July 1, 2023; \$2,756.00 effective July 1, 2024; \$2,797.00 effective July 1, 2025; and \$2,839.00 effective July 1, 2026; or the minimum of the new range in effect on the foregoing dates, whichever is greater.

1.2 Additional Degrees/Certifications/Training

1.2.1 Upon receipt of an advanced Master's Degree or Transitional Doctorate in Physical Therapy (TDPT) or Doctorate of Science in Physical Therapy (DSc in PT) (obtained after licensing), the employee will receive an additional \$2,268.00 effective July 1, 2022; \$2,319.00 effective July 1, 2023; \$2,365.00 effective July 1, 2024; \$2,400.00 effective July 1, 2025; and \$2,436.00 effective July 1, 2026.

1.2.2 Upon completion of NDT certification, the employee will receive an additional \$1,544.00 effective July 1, 2022; \$1,579.00 effective July 1, 2023; \$1,611.00 effective July 1, 2024; \$1,635.00 effective July 1, 2025; and \$1,660.00 effective July 1, 2026.

1.2.3 Upon completion of SI certification, the employee will receive an additional \$1,544.00 effective July 1, 2022; \$1,579.00 effective July 1, 2023; \$1,611.00 effective July 1, 2024; \$1,635.00 effective July 1, 2025; and \$1,660.00 effective July 1, 2026.

1.2.4 Upon completion of Pediatric Specialty Certification, the employee will receive an additional \$1,544.00 effective July 1, 2022; \$1,579.00 effective July 1, 2023; \$1,611.00 effective July 1, 2024; \$1,635.00 effective July 1, 2025; and \$1,660.00 effective July 1, 2026.

1.2.5 Upon completion of Neurological Specialty certification, the employee will receive an additional \$1,544.00 effective July 1, 2022; \$1,579.00 effective July 1, 2023; \$1,611.00 effective July 1, 2024; \$1,635.00 effective July 1, 2025; and \$1,660.00 effective July 1, 2026.

1.2.6 Upon completion of Orthopedic Specialty certification, the employee will receive an additional \$1,544.00 effective July 1, 2022; \$1,579.00 effective July 1, 2023; \$1,611.00 effective July 1, 2024; \$1,635.00 effective July 1, 2025; and \$1,660.00 effective July 1, 2026.

(See Appendix "A" for advanced degrees approvable for salary credit.)

1.3 Credits

1.3.1 Upon completion of each block of nine (9) approved credits, earned after 7/1/1987 or after the NASSAU BOCES date of hire following 7/1/1987, the employee will receive an additional \$1,796.00 effective July 1, 2022; \$1,836.00 effective July 1, 2023; \$1,873.00 effective July 1, 2024; \$1,901.00 effective July 1, 2025; and \$1,930.00 effective July 1, 2026. Credit block adjustments effective prior to July 1, 1991 shall require completion of twelve (12) approved credits.

1.3.2 All credits to be used for credit block adjustments, level movements or other salary purposes shall be subject to prior written approval by the Department of Human Resources. Only credits completed subsequent to 7/1/1987 or after the NASSAU BOCES date of hire following 7/1/1987 may be utilized, except that the previously completed Advanced Master's Degree and NDT or SI training may be used for level advancement. Credits generally considered acceptable (subject to approval) shall consist of and be credited as follows:

1.3.2.1 APTA or AOTA sanctioned courses. Effective February 1, 2010, credit for APTA or AOTA sanctioned courses shall be based upon 10 seat hours = 1 credit; courses taken between July 1, 2007 and January 31, 2010 shall be based upon 12 seat hours = 1 credit; courses taken prior to July 1, 2007 shall be based upon 15 seat hours = 1 credit.

1.3.2.2 College or university credit courses in physical or occupational therapy. Effective February 1, 2010, credit for college or university credit courses related to either physical therapy, occupational therapy or other courses approved by the Department of Human Resources shall be based upon 15 seat hours = 1 credit; courses taken between July 1, 2007 and January 31, 2010 shall be based upon 12 seat hours = 1 credit; courses taken prior to July 1, 2007 shall be based upon 15 seat hours = 1 credit.

1.3.2.3 College or university in-service courses in physical or occupational therapy. Effective February 1, 2010, credit for college or university sponsored in-service courses related to physical or occupational therapy, as approved by the Department of Human Resources, shall be based upon 15 seat hours = 1 credit; courses taken between July 1, 2007 and January 31, 2010 shall be based upon 12 seat hours = 1 credit; courses taken prior to July 1, 2007 shall be based upon 15 seat hours = 1 credit.

1.3.2.4 Hospital or health agency sponsored in-service courses in physical or occupational therapy. Effective February 1, 2010, credit for hospital or health sponsored in-service courses related to physical or occupational therapy, as approved by the Department of Human Resources, shall be based upon 10 seat hours = 1 credit; courses taken between July 1, 2007 to January 31, 2010 shall be based upon 12 seat hours = 1 credit; courses taken prior to July 1, 2007 shall be based upon 15 seat hours = 1 credit.

1.3.2.5 The NASSAU BOCES, Regional Partnership Center (RPC), Nassau TRACT sponsored in-service courses in physical or occupational therapy or other directly related subjects. Effective February 1, 2010, credit for the NASSAU BOCES, RPC, Nassau TRACT and other sponsored in-service courses provided by institutions related to physical therapy, occupational therapy, or other directly related subjects, as approved by the Department of Human Resources, shall be based upon 15 seat hours = 1 credit. Prior to February 1, 2010, credit for only the NASSAU BOCES, RPC, Nassau TRACT and other sponsored in-service courses in physical or occupational therapy or directly related subjects, as approved by the Department of Human Resources, shall be based upon 15 seat hours = 1 credit.

1.3.2.6 The procedure for approval of course credits shall be bifurcated.

1.3.2.6.1 No course credit for block movement - When a therapist elects to take a course from the "Pre-approved list of courses", without receiving course credit toward a block move, the tuition for the course shall be paid by the NASSAU BOCES. The maximum tuition contribution by the NASSAU BOCES shall not exceed Five Hundred (\$500.00) Dollars. Only one such course will be approved each school year for each therapist. The "Pre-approved list of courses" will be agreed upon and periodically reviewed and modified by both parties. The course content must be related to a therapist's school assignment or caseload and the course must be given by a reputable institution.

1.3.2.6.2 A therapist seeking to take a course from the aforesaid "Pre-approved list of courses" to receive credit toward a block move, shall pay for the course and the therapist shall be required to demonstrate that the course will be beneficial to the NASSAU BOCES students that the therapist treats, will directly benefit the needs of the NASSAU BOCES program and meets the following criteria:

a. "Repetitive courses" - If the therapist has taken the course or a similar course in the past, the therapist shall be permitted to take the course if the therapist demonstrates new modalities/treatments or diagnostic information that are addressed in the course that were not addressed in the past course. Alternatively, the therapist shall demonstrate that the nature of the course has undergone a substantial change since the last course taken, containing significant curriculum materials that were not covered by the prior course.

b. "Basic Courses" - A therapist with greater than ten (10) years' experience may not take courses which are of a basic nature unless the course addresses a new subject area for the therapist which relates directly to a NASSAU BOCES student population for which the therapist provides treatment/services.

c. "General considerations" - Courses for which a therapist seeks enrollment must be substantially related to their current assignment. However, the NASSAU BOCES will refrain from unreasonable restriction of a course to a specific population when the content of the course can also be related to another student population for which the therapist provides treatment/services.

d. Clinical Courses - Both parties acknowledge that the therapist working in a school setting has as a principal goal the facilitation of student learning. While it is recognized that the therapists are medical providers working in a school setting, courses will not be denied because they are "clinical" in nature provided the criteria set forth in Sections 1.3.2.6.1 and 1.3.2.6.2 are met and the course has been approved for placement on the "pre-approved list". As long as the course content is a subject related to a therapist's school assignment or caseload and the course content is beneficial to the NASSAU BOCES students that the therapist treats, will directly benefit the needs of the NASSAU BOCES program and meets the foregoing criteria, clinical courses will be considered for approval by the Related Service Supervisor.

e. Courses sought to be taken that do not appear on the "pre-approved" list shall first be reviewed upon the request of the therapist for inclusion on the "pre-approved"

list. Once approved by the Related Service Supervisor for inclusion on the list, application may be made by a therapist to take the course subject to the requirements of Section 1.3.2.6.1 or 1.3.2.6.2 above.

f. Effective September 1, 2023, if a course is AOTA/APTA sanctioned, the unit member may self-select without prior approval, so long as their selection conforms to the criteria set forth in Article V, Section 1.3.2.6.2(a)-(d). A unit member selecting a course that is not AOTA/APTA sanctioned must submit an application to a peer review committee. The peer review committee will follow the criteria set forth in Article V, Section 1.3.2.6.2(a)-(d). In the application, the unit member is required to submit information pertaining to the prior courses they have taken and an explanation of why they seek enrollment in the non-sanctioned course. This procedure will sunset and be of no further force and effect on June 30, 2024. The parties waive their rights under § 209-a(1) of the Taylor Law.

During the 2023-2024 academic year, a committee of two (2) OTPT unit members, one (1) HR administrator, one (1) OTPT administrator, and one (1) special education administrator will meet to review the efficacy of the process on or about January 1, 2024 and May 1, 2024. At these meetings the parties will discuss whether the new process for course approval will continue, unchanged, continue with modification, or cease for the subsequent school year and thereafter. The parties agree that discontinuation of the new procedure means effective July 1, 2024 a reversion to the process for course approval in effect as set forth in the parties' labor contract that expired on June 30, 2022.

g. Effective September 1, 2023, unit members will only be eligible for a maximum of two (2) block adjustments per year.

1.3.2.6.3 Appeal - a therapist may appeal a declination of an application to take a course received from the therapist's Related Service Supervisor.

a. The Related Service Supervisor will afford the therapist an opportunity to meet to discuss the declination, also permitting the therapist to assert the appropriateness of

the course to be taken based upon the criteria set forth above.

b. The Related Service Supervisor shall promptly issue a determination to approve or disapprove the appeal within five (5) working days of the aforesaid meeting.

c. In the event an application to take a course is denied by appeal by the Related Service Supervisor following initial appeal, the therapist may request that the appeal of the declination of the Related Service Supervisor be reviewed.

d. The Assistant Director of Special Education, in concert with the therapist's building principal, will review the decision together with any writing the therapist wishes to submit for review. The Assistant Director and/or building principal shall inquire of the therapist or Related Services Supervisor if any questions arise with regard to the appeal.

e. Within five (5) days of receipt of the "elevated appeal", the Assistant Director of Special Education will issue a final determination that shall not be subject to the grievance procedure.

1.4 Longevity:

1.4.1 During the term of this contract, each therapist, upon commencement of, or who has previously achieved the fifteenth (15th) or twentieth (20th) year of credited NASSAU BOCES' service, shall have the therapist's salary increased in accordance with the following schedule:

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025	July 1, 2026
15 th Year	\$958.00	\$980.00	\$1,000.00	\$1,015.00	\$1,030.00
20 th Year	\$1,442.00	\$1,474.00	\$1,503.00	\$1,526.00	\$1,549.00

Section 2. Salary Increases, Differential Assignments and Stipends

2.1 Effective July 1, 2022, the salary of unit members in effect on June 30, 2022 shall be increased by 2.25%; the minimum and maximum of each salary level shall be increased by like amounts, as shown on the salary plan in Article V, Section 1.1 hereinabove.

2.2 Effective July 1, 2023, the salary of unit members in effect on June 30, 2023 shall be increased by 2.25%; the minimum and maximum of each salary level shall be increased by like amounts, as shown on the salary plan in Article V, Section 1.1 hereinabove.

2.3 Effective July 1, 2024, the salary of unit members in effect on June 30, 2024 shall be increased by 2.00%; the minimum and maximum of each salary level shall be increased by like amounts, as shown on the salary plan in Article V, Section 1.1 hereinabove.

2.4 Effective July 1, 2025, the salary of unit members in effect on June 30, 2025 shall be increased by 1.50%; the minimum and maximum of each salary level shall be increased by like amounts, as shown on the salary plan in Article V, Section 1.1 hereinabove.

2.5 Effective July 1, 2026, the salary of unit members in effect on June 30, 2026 shall be increased by 1.50%; the minimum and maximum of each salary level shall be increased by like amounts, as shown on the salary plan in Article V, Section 1.1 hereinabove.

2.6 No individual shall advance in salary beyond the maximum of the range for the level in which the individual is placed, except that increases based upon longevity and differentials shall be excluded from such limitation.

2.7 Unit members shall be permitted to participate in a "Salary Reduction Plan" established pursuant to Section 125 of the Internal Revenue Code, applicable to medical and dental insurance premiums in accordance with the contract between the NASSAU BOCES and the NABCOT teacher unit.

2.8 The NASSAU BOCES shall establish annual differential assignments as listed below. Said assignments shall be for a period of one (1) year, but may be discontinued at any time, and may be renewed or reassigned in the sole discretion of the NASSAU BOCES. When any such assignments are available, the NASSAU BOCES shall post a "red border" announcement and shall consider all interested applicants. The number of such differential assignments, the selection of unit members for such assignments, the associated job duties, and the extent to which the therapy session schedule of persons holding such assignments will be reduced, shall be in the sole discretion of the NASSAU BOCES. Persons appointed to said differential assignments, if any, shall be paid the following annual stipends, or pro-rata portion thereof, if the duration of the assignment is less than one year:

<u>Assignment Title</u>	<u>Annual Stipend (\$)</u>				
	<u>July 1, 2022</u>	<u>July 1, 2023</u>	<u>July 1, 2024</u>	<u>July 1, 2025</u>	<u>July 1, 2026</u>
Lead Therapist	\$ 6,047.00	\$6,183.00	\$6,307.00	\$6,402.00	\$6,498.00
Assistant Lead Therapist	\$3,024.00	\$3,092.00	\$3,154.00	\$3,201.00	\$3,249.00
Assistive Technology for Learning Specialist (Formerly Assistive Technology Specialist)	\$3,021.00	\$3,089.00	\$3,151.00	\$3,198.00	\$3,246.00
Feeding Specialist	\$3,021.00	\$3,089.00	\$3,151.00	\$3,198.00	\$3,246.00
Orthotics/Prosthetics Specialist	\$3,021.00	\$3,089.00	\$3,151.00	\$3,198.00	\$3,246.00
Splinting Specialist	\$3,021.00	\$3,089.00	\$3,151.00	\$3,198.00	\$3,246.00
Handwriting Program Specialist	\$3,021.00	\$3,089.00	\$3,151.00	\$3,198.00	\$3,246.00
Seating and Wheeled Mobility Specialist	\$3,021.00	\$3,089.00	\$3,151.00	\$3,198.00	\$3,246.00

2.9 Unit members who supervise a Level II field work student shall receive an additional \$482.00 per semester per student up to a maximum of two (2) students per semester. Effective July 1, 2023, this rate shall be increased to \$493.00; effective July 1, 2024, this rate shall be increased to \$503.00; effective July 1, 2025, this rate shall be increased to \$511.00; effective July 1, 2026, this rate shall be increased to \$519.00. (The foregoing payments shall not become part of the base wages and shall be paid only when therapists are assigned a field work student(s).) Unit members who supervise a Level I field work student shall receive \$284.00 per semester per student up to a maximum of two (2) students per semester. Effective July 1, 2023, this rate shall be increased to \$290.00; effective July 1, 2024, this rate shall be increased to \$296.00; effective July 1, 2025, this rate shall be increased to \$300.00; effective July 1, 2026, this rate shall be increased to \$305.00.

2.10 Certification Stipend: In the event that Seating and Wheeled Mobility Specialist Certification is required by third party payors, the NASSAU BOCES and the NABCOT-OT/PT will meet to negotiate an appropriate stipend for such certification.

2.11 Effective July 1, 2022, 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 New York State professional license to certify such services shall receive a \$475 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 NASSAU BOCES to ensure that all governmental requirements for financial reimbursement are met.

2.12 If there are already two (2) Lead Therapists at a BOCES site, an applicant for the stipend for an Assistant Lead Therapist will need to provide additional justification demonstrating the need for additional support. Consideration of the application will be based upon the needs of the site in consultation with Administration. The Assistant Lead Therapist will have eight (8) administrative sessions.

Section 3. Preferred Eligibility List and Leave of Absence Salary Service Credit

Employees recalled from a preferred eligibility list, or returning from an approved leave of absence, shall receive a salary as though service was uninterrupted.

Section 4. Manner of Payment

4.1 Salary payment shall be made twice monthly, no later than the fifteenth (15th) day and the last working day of the month.

4.2 For those electing payments over twelve (12) months, June, July, and August payments shall be made on the last school day in one check with appropriate deductions for June, July, and August withholding taxes, etc.

Section 5. Car Allowance

Unit employees who, by present practice, receive a car allowance shall be paid at the rate established by the NABCOT Teachers' Contract with only mileage incurred between school assignments measured.

Section 6. Payroll Deductions

The NASSAU BOCES shall offer unit members the opportunity to participate in a U.S. Savings Bond, the Jovia Financial Credit Union payroll deduction plan, and the New York State United Teachers Benefit Trust payroll deduction plan, as may be available. The employee will sign a form specifying the amount and manner of any authorized deduction.

Section 7. Direct Deposit Payroll Plan

The NASSAU BOCES will provide all unit members the opportunity to participate in its direct deposit payroll plan.

Section 8. Stabilization Clause

If any part of this Agreement cannot be approved by OEP, the Wage Board, or by limitations of law, rules, or regulations, the parties shall seek approval of that part in any manner for which approval may be granted.

Section 9. Break in Service

An employee returning to the employ of NASSAU BOCES shall be credited with prior service so long as the employee is re-employed within ten (10) years of the date of the employee's prior termination of services, provided that the prior service was at least six (6) months in duration. The foregoing shall not be applicable to situations that arise under Section 3 above.

ARTICLE VI - EMPLOYEE BENEFITS

Section 1. Sick Leave and Personal Leave

1.1 A full-time physical therapist or occupational therapist whose contract of employment with the Board specifies an employment period of less than twelve (12) months' duration in any fiscal year and who is in the employ of the Board at the commencement of the school year, shall be credited with fifteen (15) days sick leave, with pay, as of the first day of the school year, cumulative to two hundred fifty (250) days. A physical therapist or occupational therapist who enters the employ of the Board after the commencement of the school year shall be credited with sick leave, with pay, on a pro-rata basis. Sick leave for the part-time physical therapists or occupational therapists shall be earned pro-rata based on the full-time rate of 1.5 days per each month of employment during the current school year. Full-time ten-month employees shall receive two (2) days of personal leave per year. Personal leave will be pro-rated for part-time therapists based upon the proportion of time worked in relation to full-time employment. At the conclusion of each school year, unit members will be permitted to convert any unused personal days to sick leave provided that the contractual limitation on sick leave accumulation is not exceeded. Such conversions will be permitted for whole days only; in other words, no fraction of any unused personal leave days may be converted to sick leave.

1.2 Eligible unit members are entitled to the same sick leave bank provisions set forth in Article VI, Section 1.3 of the labor contract between the Board of Cooperative Educational Services of Nassau County and the Nassau BOCES Central Council of Teachers, Local 2551, which became effective January 18, 2019. The aforementioned sick leave bank shall remain applicable as long as it continues to apply to Occupational Therapists and Physical Therapists.

1.3 Family Illness: Effective June 1, 2023, unit members who fail to qualify for a leave of absence under the Family and Medical Leave Act because they have not met the required statutory threshold of 1250 hours worked in the twelve (12) month period preceding the commencement of such leave shall be granted the following benefit, subject to the indicated qualifications. Such unit member who has worked at least 1050 hours during the twelve (12) months immediately preceding the date of commencement of such leave, shall be eligible for ten (10) weeks of unpaid leave or fifty (50) workdays of unpaid leave for consecutive or intermittent use. Such leave is limited to a leave for the affected unit member, or for the unit member's child(ren), spouse, or parent arising from a serious health condition, or birth or adoption of a child, as defined by the Family and Medical Leave Act. Unit members seeking leave for a parent will be required to submit the affirmation attached hereto as Appendix C. During such leave the unit member will be provided with continuation of health insurance coverage in effect preceding the leave period. The unit member shall continue to pay the employee portion of the applicable premium for such health insurance coverage. Such leave shall run concurrent with the employee's use of sick leave granted pursuant to Article VI, Section 1.

Section 2. Bereavement Leave

Leave shall be one (1) day, except in the case of immediate family (spouse; children; brother or sister; brother-in-law; sister-in-law; parents; substitute parents; grandparents; parents-in-law; son-in-law; daughter-in-law; and domestic partner, as defined and limited in the health insurance program provided by the New York State Government Employees' Health Benefit Program in effect on the date of execution of this Agreement) when it shall be five (5) days not deductible from any other leave allowance.

Unit members will be granted five (5) bereavement days in the event of the death of an immediate family member that must be taken on consecutive workdays. The five (5) days granted for the death of someone in the immediate family shall not include legal holidays, snow days, weekends, or days considered to be non-working days according to the Nassau BOCES twelve (12) month employee calendar. Bereavement leave for an immediate family member shall be proximate to the death of the immediate family member and shall begin within ten (10) business days following the death. Application for non-proximate or non-consecutive usage, as defined in the preceding sentence, will be reviewed on a case-by-case basis by the Chief Officer for Human Resources or their designee, and will be granted based on the following factors:

1. Relocation of the body, or delayed release of the body, from a geographical area that is distant from New York;
2. International Deaths;
3. The scheduling of memorial services no more than three (3) months following the date of death.

No exceptions shall be made to the requirement that such leave is taken on consecutive workdays, except as provided herein.

Section 3. Insurance

3.1 Health Insurance: The New York State Government Employees' Comprehensive Health Plan now in effect for employees, their families and domestic partners (as defined and limited in the health insurance program provided by the New York State Government Employees' Health Benefits Program in effect on the date of execution of this Agreement) shall continue. Effective July 1, 2021, all unit members appointed on or after July 1, 2021 will contribute twenty-five percent (25%) of the annual premium cost applicable to the type of coverage selected (family coverage or individual coverage). All other unit members appointed before July 1, 2021 will contribute twenty percent (20%) of the annual premium cost applicable to the type of coverage selected (family coverage or individual coverage). For employees who elect coverage other than the New York State Government Employees' Health Insurance Program, the Board's contribution shall not exceed the Board's share of the premium cost of coverage in the New York State Plan.

3.1.1 In the event that the NABCOT Teacher's Contract provides for contract language permitting a change in carriers, the same shall be deemed to supersede the provisions of section 3.1 above on the date of agreement thereto.

3.1.2 The Board will pay full group health insurance for excessed therapists up to three (3) months or until they become employed during such time.

3.1.3 Unit members who, upon presentation of evidence of dual coverage and execution of an appropriate waiver agreement, voluntarily waive health insurance coverage for an entire fiscal year shall, at the end of said year, receive a bonus payment of fifteen hundred dollars (\$1,500.00) for waiver of family coverage and seven hundred fifty dollars (\$750.00) for waiver of individual coverage.

Eligibility for said bonus shall be limited to persons in the unit as of July 1, 1996, i.e., persons hired after July 1, 1996 shall not be eligible for said bonus. In addition, in each instance, the bonus amount shall be based on the premium cost of the coverage held by the unit member at the time of execution of this Agreement, except that unit members who changed from individual coverage to family coverage during the twelve (12) month period immediately preceding execution of this Agreement shall only be eligible for a bonus amount based on the annual premium cost of individual coverage.

Unit members provided family health coverage who execute an appropriate waiver agreement and who voluntarily change to individual coverage

for an entire fiscal year shall, at the conclusion of said fiscal year, receive a bonus equal to fifty percent (50%) of the difference between the cost to the NASSAU BOCES of family coverage and the cost to the NASSAU BOCES of individual coverage. Unit members hired after July 1, 2002, or who changed from individual coverage to family coverage on or after July 1, 2002, shall not be eligible for said bonus. Bonuses paid pursuant to this section 3.1.3 shall not become part of the unit members' annual base salaries.

3.1.4 **Health Insurance in Retirement:** For those unit members who are active employees as of July 1, 2021, the unit member's health insurance premium contribution in retirement shall, upon reaching Medicare eligibility, be fixed at 20% for the duration of the unit member's life. All unit members appointed on or after July 1, 2021, must serve fifteen (15) years in a benefits-eligible position at the NASSAU BOCES to be eligible for health insurance in retirement.

3.2 **Dental Insurance:** Dental insurance shall continue as heretofore provided for the term of this Agreement. Effective July 1, 2022, BOCES shall contribute \$575.00 per unit member to the cost of the BOCES group dental plan. Effective July 1, 2023, BOCES shall contribute \$675.00 per unit member to the cost of the BOCES group dental plan. Effective July 1, 2024, BOCES shall contribute \$625.00 per unit member to the cost of the BOCES group dental plan.

The NASSAU BOCES shall elect domestic partner coverage, provided that such coverage is permitted under the Plan and there is no increased cost to the NASSAU BOCES arising from said election.

3.3 **Life Insurance:** Life insurance in the amount of twenty thousand dollars (\$20,000.00) shall be provided at no cost to the employee for those electing to enroll.

Section 4. Leaves of Absence

For good cause, physical therapists or occupational therapists may be permitted a leave of absence without pay, not to exceed one year, upon written approval of the District Superintendent, subject to Board approval.

For good cause, unit members shall also be permitted an unpaid child care leave of absence without pay or increment, not to exceed two (2) years, upon written application to the District Superintendent made forty-five (45) days prior to the anticipated commencement date of the leave. All such leaves shall conclude on or about September 1st or February 1st, except at the discretion of the District Superintendent or the District Superintendent's designee. (Those unit members who requested an initial leave of less than two (2) years may, forty-five (45) days prior to the end of the initial leave, make written application for an extension of their leave for part or all of the leave period not originally

requested. All such leaves shall conclude on or about September 1st or February 1st.)

Section 5. Tax Sheltered Annuities

5.1 The Board will provide unit members with the opportunity to participate in tax-sheltered annuity plans, which plans must conform to procedures approved by the Board.

5.2 Each participating employee may elect participation in, or withdrawal from, plans twice per year.

5.3 The Board shall not be required to provide more than ten (10) plans unless existing plans are canceled due to nonparticipation and the number of available plans falls below ten (10). In such event, an additional tax-sheltered annuity plan may be added.

Section 6. Damage to Personal Property

6.1 If a therapist sustains damage or loss to any article of clothing or other personal property on the person of the therapist as the result of an accident or of an assault and/or battery by a student while the therapist is discharging the therapist's duties in the scope of the therapist's employment, such damage or loss shall be reimbursed by the NASSAU BOCES in accordance with the following:

6.1.1 The accident or assault and/or battery must be reported to the principal or appropriate administrator, within five (5) school days of its occurrence, specifying the pertinent facts thereof, together with a statement describing the article or clothing destroyed or damaged and a description of the damage.

6.1.2 In no event shall the NASSAU BOCES be liable for any damage or loss in excess of five hundred dollars (\$500.00).

Section 7. On-the-Job Injuries

7.1 When a therapist is absent from employment and unable to perform the therapist's duties as a result of personal injuries occurring in the course of the therapist's employment, for which injury the therapist is eligible to receive Workers' Compensation payments as certified by the Workers' Compensation Board, said therapist shall be paid full salary for five (5) working months for any period for which compensation payments are made, excluding the statutory waiting period, so long as such therapist endorses over to the NASSAU BOCES all payments in lieu of salary made by the Workers' Compensation insurance carrier relative to the case. At BOCES election, a BOCES designated physician shall examine a unit member who makes application for a new workers' compensation leave arising from a re-injury or aggravation of a pre-existing on-the-job injury or illness for

which workers' compensation benefits have been previously granted.

7.2 The foregoing benefit shall be paid for each separate and distinct injury suffered by the employee.

7.3 Unit members shall provide the building administrator notice of an on-the-job illness or injury the day it occurs. The affected unit must submit a more substantive written report on a form provided by the BOCES by the end of the next workday.

Section 8. In-Service Programs

Programs may be proposed for consideration by the District Superintendent or the District Superintendent's designee.

Section 9. Section 41-J

Effective March 14, 2003, Section 41-J of the Retirement and Social Security Law shall be provided to eligible unit members.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1. Definition

The term grievance shall mean any claimed violation of this Agreement, administrative regulation or Board policy affecting working conditions.

Section 2. Procedure to be Followed

All grievances shall be processed in the following manner:

2.1 First Step

2.1.1 An employee who claims to have a grievance shall present the grievance to the employee's supervisor, principal or program coordinator, as the case may be, or to such supervisor's designee, within twenty (20) school days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance. Said conference shall occur within five (5) school days of the date of the filing of the grievance.

2.1.2 The supervisor shall discuss the grievance with the employee and make such investigation as the supervisor deems appropriate.

2.1.3 Within ten (10) school days after presentation of the grievance to the

supervisor, said supervisor shall make a decision and communicate same, in writing, to the employee presenting the grievance and to the Department of Human Resources.

2.2 Second Step

2.2.1 If the grievance is not resolved by the supervisor on the basis of the first step, the Chief Officer of Human Resources as assisted by the Department Executive Director, their designee, shall receive all records and reports relative to the grievance.

2.2.2 The employee may request of the Chief Officer of Human Resources a review of the determination made by the supervisor at the first step in this procedure. Said requests for review by the Chief Officer of Human Resources shall be submitted in writing within seven (7) school days after the receipt of said determination made at the first step of this procedure. A conference shall be scheduled within five (5) school days thereafter. The Chief Officer of Human Resources, or such officer's designee, will review the decision made at the first step of this procedure and make a determination within twenty (20) school days of the receipt of the request for a review following the aforesaid conference.

2.3 Third Step

The employee may request in writing a conference with the District Superintendent, or the District Superintendent's designee, to review the determination made at the first and second steps of this procedure. Said request must be submitted to the District Superintendent within seven (7) school days after receipt of the determination made at the second step of this procedure. The Office of the District Superintendent shall set a date for said conference within seven (7) school days of the receipt of the request and shall notify the appropriate individuals. The conference shall take place within fourteen (14) school days of the receipt of this request. Upon such review, the District Superintendent, or the District Superintendent's designee, shall submit to the employee and/or the employee's representative a decision within twenty (20) school days after the conclusion of said conference.

2.4 The decision of the District Superintendent or the District Superintendent's designee may be appealed pursuant to law.

2.5 Nothing herein contained shall prohibit resort to remedies at law.

Section 3. Miscellaneous

3.1 No reprisal of any kind will be taken by the Board or any member of the administration against any employee or the NABCOT-OT/PT in its representational capacity or any other parties in interest in the grievance procedure by reason of participation therein.

3.2 When a unit member, by choice, is not represented in the grievance procedure by the NABCOT-OT/PT, the NABCOT-OT/PT shall have the right to be present and to state its views at all stages of the grievance procedure.

3.3 There shall be no limitations on the right of any grievant to discuss the matter informally with an appropriate Board representative, provided, however, that no settlement of an informal nature shall be made with a grievant which is inconsistent with the provisions of this Agreement.

ARTICLE VIII - RANDOM DRUG AND ALCOHOL TESTING

Any employee who drives, or is authorized to drive, a NASSAU BOCES vehicle shall be subject to random drug and/or alcohol testing. Procedures for implementation of such drug and alcohol testing are set forth in Appendix B: Drug and Alcohol Testing Procedures, attached hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of ____, 2024, at Garden City, New York.

NASSAU BOCES CENTRAL COUNCIL
OF TEACHERS FOR THE UNIT OF
OCCUPATIONAL & PHYSICAL THERAPISTS

Date: 8/14/2024

By: Lori Gross Diana Schneider
LORI GROSS Diana Schneider
President, NABCOT-OT/PT

BOARD OF COOPERATIVE EDUCATIONAL
SERVICES OF NASSAU COUNTY

Date: 9/3/24

By: Larry J. Leaven
LARRY J. LEAVEN
District Superintendent/Chief Executive Officer

Date: 8/29/24

By: Deborah Coates
DEBORAH COATES
Board President

APPENDIX "A"

ADVANCED DEGREES APPROVABLE FOR SALARY CREDIT

1. Advanced Master's in Occupational Therapy
2. Advanced Master's in Physical Therapy
3. Ph.D. or Ed.D. in Occupational Therapy
4. Ph.D. or Ed.D. in Physical Therapy
5. Master's in Psychology (Occupational Therapists only)
6. Ph.D. or Ed.D in Psychology (Occupational Therapists only)
7. Master's in Anatomy
8. Ph.D. in Anatomy
9. Master's in Physiology
Master's in Applied Human Physiology
Master's in Exercise Physiology
10. Ph.D. in Physiology
Ph.D. in Applied Human Physiology
Ph.D. in Exercise Physiology
11. Master's in Special Education
12. Ph.D. or Ed.D. in Special Education
13. Master's or Ph.D. in Developmental Disabilities
14. Master's, Ph.D. or Ed.D. in Neurology
15. Master's, Ph.D. or Ed.D. in Neuroanatomy and Physiology
16. Transitional Doctorate in Physical Therapy
17. Doctorate of Science in Physical Therapy

APPENDIX "B"

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.

APPENDIX "C"

Family Illness Leave Affirmation

By filing this form with the Nassau BOCES, you affirm that the contents contained herein are true. If you knowingly submit a false statement which you do not believe to be true you may be guilty of a misdemeanor.

I, _____, herewith affirm that I am seeking family illness leave for my parent, pursuant to Article VI, Section 1.3 of the July 1, 2022 - June 30, 2027 collective bargaining agreement.

Employee name: _____

Employee signature: _____

Date: _____