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AGREEMENT BETWEEN
THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SECOND SUPERVISORY DISTRICT OF WESTCHESTER COUNTY
AND
THE BOCES TEACHER AIDE ASSOCIATION

JULY 1, 2004 – JUNE 30, 2008

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RELATIONS BOARD**

182

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2003-2004**

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PREAMBLE

This Agreement is made and entered into on June 7, 2004 by and between the Board of Cooperative Educational Services, Second Supervisory District of Westchester County (hereinafter called the "Board") and the BOCES Teacher Aide Association (hereinafter called the "Association") pursuant to Article 14 of the Civil Service Law.

ARTICLE I - RECOGNITION

The Board recognizes the Association for the purposes of Article 14 of the Civil Service Law as the exclusive representative of all personnel holding the title of Teacher Aide who are employed on a basis of half time or more.

ARTICLE II - DUES DEDUCTION

The Board agrees as herewith provided to deduct from compensation due the employees represented by the association and remit to the association the Association membership dues and the dues of other professional associations indicated by each member thereof who authorizes such deductions by means of the presentation to the Board of a written signed document. Such authorization shall be continuous unless revoked in writing. All such dues authorized to be deducted by such documents received by or on file with the Board before October 1 in any one school year shall be deducted from the compensation due the authorizing employee in equal even dollar amounts (or as equal as possible) between the period of November 1 and May 1. For documents received after October 1, deductions shall be made in the same manner during the inclusive months. Remittance by the Board to the Association shall be made in six payments; one at the end of each month of dues deductions.

The Board agrees that in the event it agrees to include an "agency fee" provision in its contract with the BOCES Teachers Association the same provision shall apply to this Agreement. Such provision shall become effective for this Agreement at the same time it becomes effective for the Teachers Association contract.

The Association hereby holds the Board of Education and the District harmless for any funds deducted pursuant to this provision. If for any reason the rebate procedure the Association has in place is deemed unlawful by an appropriate agency or court, the District shall no longer have an obligation to deduct agency shop dues until such time as the Association's rebate procedure is deemed lawful by an appropriate agency or court.

ARTICLE III – ASSOCIATION RIGHTS

- A. Leave to Attend Association Duties – The equivalent of three days per year shall be allotted to the Chairperson of the Association for his or her use and/or the use of his or her designee to allow them to engage in activities directly related to the Association's duties as representative of the teacher aides which cannot be performed other than during the school day.
- B. Association Meetings – The Association may use Board facilities for Association meetings after school hours on making appropriate application by means of building use forms. Association meetings shall not interfere with scheduled staff meetings. The fee for use of facilities shall be waived but the charge for custodial services shall apply if custodial services are required.
- C. Bulletin Board Space – Bulletin board space shall be provided in each BOCES school building for the purpose of displaying notices, circulars and other material relating to the proper business of the Association. The Association shall post no material that is confidential in nature or derogatory to the school system. The bulletin boards used for this purpose may be the same ones provided for use by the BOCES Teachers Association.
- D. Communications – The Association shall have the use of the interbuilding mail service for distribution of materials.
- E. Names of Members of the Unit – The Board shall make available to the Chairperson of the Association the names and addresses of new members of the bargaining unit after their appointment by the Board.

ARTICLE IV – TEACHER AIDE EVALUATION AND FILES

- A. Teacher Aide Evaluation
 - 1. Each teacher aide shall be evaluated by their supervisor at least once each year and shall be given an evaluation report in writing. The evaluation report shall be reviewed with the teacher aide within a reasonable period of time after its issuance.
 - 2. The supervisor shall sign the evaluation form first. The aide will be the last person to sign it. Supervisors shall discuss/review the evaluation in consultation with the teacher prior to it being shared with the aide by the supervisor.
 - 3. Prior to the supervisor sharing the form with the aide, the supervisor shall maintain a copy of the form for his or her records showing the signature of the supervisor.
 - 4. The teacher aide should receive from the supervisor both the original and one copy of the form.

5. It is the responsibility of the supervisor to ensure that the original signed evaluation is submitted to the Human Resources office for the employee's personnel file.
6. Teacher aides have a right to submit a written response to an evaluation report. The response must be submitted within 15 school days of the receipt of the report. This submission shall be attached to the original, signed evaluation in the employee's personnel file.
7. A committee composed of an equal number of administrators and teacher aides, which aides shall be appointed by the President of the Association, shall be organized if necessary to review existing evaluation forms.
8. A copy of the teacher aide evaluation format will be given to the teacher aide at the beginning of each school year or as new aides begin employment.
9. Teacher aides who have concerns or questions related to their own job performance are requested to contact the supervisor or principal of their program to discuss these matters by January 30 of the school year or within 90 days of the date of hire. None of the foregoing is intended to prevent a supervisor or teacher from raising a concern with an aide's performance after January 30 or after 90 days following the date of hire.
10. Teachers will be requested to discuss concerns related to the job performance of teacher aides in their class with their supervisor or principal by January 30 of the school year or within 90 days of the date of hire. The aide will be notified of any deficiencies or suggested areas for improvements by January 1. None of the foregoing is intended to prevent a supervisor or teacher from raising a concern with an aide's performance after January 30 or after 90 days following the date of hire.
11. Upon completion and signature of the evaluation form by the appropriate supervisor, the original and one copy will be given to the teacher aide for signature by April 30 of the school year. The aide's signature does not mean agreement.

B. Teacher Aide Files

1. The teacher aide file shall be maintained by the Board and should contain at least the following records:
 - a) Application for employment and/or letters of application.
 - b) Official transcripts, if any.
 - c) Records relative to sick and/or personal leave and maternity leaves of absence.
 - d) Evaluations and other material relating to the teacher aide's performance.

- e) Copies of salary notices and authorizations for deductions.
 - f) Copy of Oath of Allegiance.
2. Any material relative to a teacher aide's conduct, service, character or personality written by an administrator or supervisor within BOCES or by an administrator of a component school district shall not be placed in his or her personnel file or communicated to a third party unless the teacher aide has had an opportunity to review the material. "Third party" in this provision shall not be deemed to include members of the secretarial staff or the director or assistant director of a division. Any written communication which is not made a part of the teacher aide's personnel file within 20 business days (Administrative Calendar as approved by the Board of Education) of the occurrence involved or the date such an occurrence became known to the administrator of the component district, or BOCES administrator, whichever is later, cannot be utilized in evaluation of a teacher aide's conduct, service, character or personality. The teacher aide shall acknowledge that he or she has had an opportunity to review the material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher aide shall also have the right to submit a written answer to such material and his or her answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.
 3. A teacher aide shall be notified personally or by note within three business days of any formal complaint by parents of a student or by a student. Mailing of a note to an absent teacher aide shall constitute notice. The teacher aide shall be afforded an opportunity to reply to the complaint. No complaint, letter or report shall be placed in a teacher aide's file without the teacher aide's knowledge and without an opportunity to meet with the complainants. The teacher aide shall also have the opportunity to make a written statement to be attached to the original complaint.
 4. Material shall be removed from the files when a teacher aide's claim that it is inaccurate as to factual matter is sustained by the Superintendent or his designee.
 5. Teacher aides shall have the right upon reasonable written notice to review the contents of their personnel file in the presence of the Assistant Superintendent for Human Resources or his/her designee, and to make a copy, reproduced at ten cents per copy, of any document in it. Pre-employment materials classified as confidential, such as letters of reference and placement folders, shall be removed from the file before review. A teacher aide shall be entitled to have a representative of the Association accompany him or her during such review.

ARTICLE V - WORKDAY

- A. The workday for teacher aides shall not exceed seven hours except in district classes wherein aides will work the same workday as teachers to whom they are assigned. For those aides whose day is divided between two locations, their workday shall not exceed seven hours commencing with the beginning time in the first location. This provision is not intended, however, to require planning/preparation time for teacher aides. If so directed by their supervisor, teacher aides may be required to attend staff meetings, parent conferences and conferences with supervisors for evaluation purposes after the workday. Teacher aides may be required to care for children after the workday only in unusual circumstances such as class trips.
- B. Full-time teacher aides assigned to District classes shall have the same amount of duty-free lunchtime each day as the teacher with whom he or she works. All other full-time teacher aides shall have 30 minutes of duty-free lunchtime each day.
- C. All full-time teacher aides shall have 15 minutes of break time each day, such time to be scheduled by the appropriate supervisor.
- D. All members will sign in and out in the building for which they are assigned. This procedure is for safety concerns only and in no circumstance will the procedure be used for any form of discipline on any member.

ARTICLE VI - COMPENSATION

- A. **Teacher Aide Salary Schedule - Staff Development Plan**
The Teacher Aide salary schedules for each year of the Agreement are attached hereto as Appendix A and made a part hereof.

Unit members hired effective July 1, 1997, will be required to participate in the following numbers of staff development days beyond the school calendar:

Year of Employment	Number of Days
Year 1	2
Year 2	1
Year 3	1
Year 4	1
Year 5	1

Beginning in September 1, 2003, the increments (step increases) shall be earned and awarded each September 1. It is further understood that should an aide be out on unpaid leave status for ten consecutive school months the aide will remain on step and not move to the next step until the following September 1 after his or her return.

- B. Longevity – Teacher aides will be granted longevity increments starting September 1st in the beginning of their tenth year of service with the Board. Additional increments shall be calculated in the same manner for the beginning of the 15th and 20th years of service.

Year 10	Year 15	Year 20
\$1,025	\$1,225	\$1,425

Effective July 1, 2006 the longevity increments will be as follows:

Year 10	Year 15	Year 20
\$1,225	\$1,425	\$1,625

- C. Differential When Serving as Teacher or Teaching Assistant Substitute – If a teacher aide serves as a substitute for a teacher or teaching assistant who is absent, the teacher aide will be paid at a daily rate of \$65 over and above his or her regular daily rate. If no substitute is available to replace the aide, then the aide will be paid at a daily rate of \$70 over and above his or her regular daily rate.
- D. Summer Employment – Teacher aides employed for a full day by the Board during July and August shall be paid at the daily rate of 1/230 of their previous year’s salary.

ARTICLE VII – TEACHER AIDE ASSIGNMENTS AND TRANSFERS

- A. Involuntary Transfers – Before a teacher aide is transferred, he or she shall have the opportunity to discuss the reasons for such transfer with his or her appropriate supervisor.
- B. Voluntary Transfers – Teacher aides who desire a change in assignment or transfer shall file a written request with the appropriate Director or his or her designee. When a vacancy exists in the area requested, the teacher aide shall be given consideration over non-employee applicants. However, any decision regarding the filling of a vacancy made by the Administration shall be final and not subject to review.
- C. Notification of Tentative Assignment – The Board will endeavor to notify teacher aides soon after May 31st of their tentative assignment for the following year.
- D. Posting of Vacancies – During the school year the Superintendent or his designee shall have posted in all BOCES buildings a current list of teacher aide vacancies. The same shall also be forwarded to the Chairperson and Area Representatives of the Association. During July and August, if teacher aide vacancies occur, the Chairperson of the Association shall receive a list of such vacancies.

ARTICLE VIII – REDUCTION IN FORCE

- A. If the Board abolishes a teacher aide position or positions, layoff of aides shall be in inverse order of seniority. For this purpose seniority shall be defined as total continuous service with the Board.
- B. When a teacher aide's position is abolished, he or she shall be entitled to the position vacated by the least senior teacher aide who is being laid off. There is no right to bump other teacher aides who remain on staff.
- C. Teacher aides employed in programs which require the ability to speak a language other than English are excluded from the provisions of this Article.
- D. Teacher aides who are laid off shall be called first if work as a per diem substitute aide is available. When serving in this capacity, members of the bargaining unit shall receive the rate of pay for substitute aides.
- E. Recall to positions shall be determined on the basis of seniority.

ARTICLE IX -- LEAVES OF ABSENCE

- A. Sick Leave
 - 1. Ten days for sick leave shall be granted each year to regular full-time and part-time teacher aides working 10 months in a school year. Twelve days for sick leave shall be granted each year to regular full-time and part-time teacher aides working 10 months in a school year upon completion of 10 years of service.
 - 2. Unused sick leave will be cumulative up to 165 days.
 - 3. After four consecutive workdays of illness, a medical certificate may, upon request of the supervisor, be required. Such medical certificate shall indicate that the teacher aide is physically able to assume all the regular duties of his or her position, the reason for the absence, or if not able to return at that time give some indication of when the teacher aide may be able to resume regular duties and give the extent and nature of the illness. If the teacher aide is not able to return within ten consecutive workdays of the initial absence then a second certificate will be required upon return stating that he or she is physically able to assume all the regular duties of the position. A supervisor may request medical certification for any sick leave absence of any duration that precedes or follows a holiday or scheduled BOCES vacation.

4. Sick Leave Bank – A sick leave bank will be made available, as provided in this section, for those members of the bargaining unit disabled due to serious long-term illness or injury.
- a) Eligibility -- The bank shall be available only to members of the bargaining unit who have completed at least three years of employment with the Board, who have exhausted all leave time and who have contributed to the bank during the most recent round of contributions.
 - b) Contributions
 - 1) Membership in the sick leave bank is voluntary. Except as provided herein, the bank shall be entirely made up of contributions from members of the bargaining unit. Effective upon the execution of this agreement each eligible member of the bargaining unit shall be given the opportunity to contribute two days of accumulated sick leave to the bank. Thereafter eligible members shall have the opportunity to contribute one day of accumulated sick leave to replenish the bank when the number of days available for withdrawal is reduced to 75 days. Each employee participating in the bank will be notified that an additional day is needed and that one sick day will be deducted from the aides' sick leave accruals, unless the employee notifies the Human Resource Office by a set date as provided in the notice that they do not want to participate in the Sick Leave Bank any longer.
 - 2) Upon commencement of the fourth year of employment members of the bargaining unit shall have the opportunity to join the bank by contributing two days of accumulated sick leave. Thereafter, a member may join the bank by contributing two days from accumulated sick leave only at the beginning of a subsequent school year (no later than September 15).
 - 3) Upon initial contribution by eligible members a one-time employer contribution to the bank shall be made by the Board on the basis of one sick day for each two contributed by members from accumulated sick leave. Thereafter, no employer contributions will be made even if no days are available from member contributions.
 - c) Application -- Application for withdrawal of days from the bank by an eligible member shall be made to the Office of the Assistant Superintendent for Human Resources. The application shall state the nature of the illness or injury in question, the number of days sought to be withdrawn and will be accompanied by appropriate medical verification.
 - d) Upon receipt of the application for withdrawal of days, a committee consisting of two representatives appointed by the Union and two representatives appointed by the BOCES will meet. The committee will review the application to confirm that

the disability qualifies as a serious long-term illness or injury and to approve the use of sick bank days. The applicant will be notified in writing of the committee's decision. The administration of the bank shall be subject to the grievance procedure.

- e) **Maximum Withdrawal** – An eligible member may withdraw no more than 60 days from the bank in any one-year period, subject to the availability of days in the bank. An eligible member may withdraw no more than 180 days from the bank during his or her lifetime, subject to the availability of days in the bank.

B. Personal Leave

1. Three days are allowed as personal leave.
2. For one of the three days reasons for personal leave is not required. Two personal leave days may be granted when the reason for the requested leave days are specified and approved by the Assistant Superintendent for Human Resources. Occupational Education and Special Education staff members should call the Director's Office in accordance with the policy of each department prior to being absent. Notice must be given at least three days in advance in order to be eligible for personal leave except in the case of emergency.
3. Personal leave requests shall not be honored on days preceding or following holidays or vacations unless an emergency prevails. The Assistant Superintendent for Human Resources shall determine if a request shall be considered under the "emergency" provision. Requests for emergency consideration shall be pre-filed in writing when possible. When pre-filing of "emergency" requests in writing is not possible, a written request shall be addressed to the Assistant Superintendent for Human Resources immediately on returning to work.
4. In requesting personal leave in excess of allotted number for personal, business affairs, illness and death in family, observance of religious holidays and other similar areas, a letter must be submitted. The length of leave shall be determined by the need in each case.
5. Unused personal leave days shall be credited to accumulated sick leave.

C. Maternity and Child Care Leave

1. Commencement of Leave

The Board shall grant up to two years maternity and/or childcare leave without pay to teacher aides. Any extension of such leave shall be at the sole discretion of the Board. Such leave must commence whether prior to the birth or adoption (actual custody) of a child or within 60 days thereafter. If, however, the teacher aide has become disabled as a result of the birth of a child, then the leave must commence within 60 days after the disability has terminated. The foregoing may be modified if required by law.

2. Termination of Leave

Teacher Aides that are on leave will provide notice of intended September 1st return by August 1st. Teacher Aides will provide at least ten days notice prior to intended date of return at any other time of the year.

D. Jury Duty

Teacher aides shall be paid in full for the period of time that they serve on jury duty provided that any teacher aide who serves on jury duty shall be required to refund to the Board all remuneration received for such service excepting the transportation and lunch allowance. A teacher aide shall notify his or her director or appropriate designee and the teacher to whom the aide is assigned as soon as the teacher aide has received notice of jury duty.

ARTICLE X -- INSURANCES

A. Health Insurance

1. Effective July 1, 2004 the Board will provide individual and family medical coverage through the Empire Core Plus Enhancements medical program or an HMO for members of the bargaining unit except that members of the unit hired after October 24, 1985 shall not be eligible for this benefit unless they work at least half time. Unit members who are eligible for the benefit will be covered by the Empire Core Plus Enhancements on the first of the month following two months of employment.
2. The Empire Core Plus Enhancements document shall be incorporated by reference and made part of this agreement.
3. Unit members shall have the option of joining an HMO and the Board will pay up to the same amount as it would for someone in the Empire Core Plus Enhancements program, said payment to be made through payroll deductions.
4. Premium Contribution
2004 -- 2008 \$200
5. Disputes with respect to the plan will be resolved by use of the grievance procedure excluding claims disputes.
6. Retiree's Medical Coverage - The Board will provide full payment for the medical plan for retirees who retired on or before June 30, 1994. For retirees who retire on or after July 1, 1994 the Board will pay no less than 50% for individual coverage and no less than 35% for family coverage for unit members retiring with at least five years but less than ten years of service in BOCES; no less than 65% (individual or family coverage) for unit members retiring with ten years but less than 15 years of service in BOCES; no

less than 75% (individual or family coverage) for unit members retiring with 15 years but less than 20 years of service in BOCES; no less than 100% (individual or family coverage) for unit members retiring with 20 years of service in BOCES or more. Any action by the Board to reduce its contribution for retirees' health insurance consistent with this provision shall be prospective only, subject to negotiations between the parties.

B. Dental Insurance

Effective July 1, 2004 the Southern Westchester BOCES Dental Plan will be replaced with a dental plan. If at any time the Board decides to change dental plans, the Board agrees it will obtain dental coverage that is equal to or better than the Southern Westchester Dental Plan that was in effect as of June 30, 2004.

C. Life Insurance

The Board shall pay the full cost of a group life insurance plan for the members of the unit. The plan shall provide life insurance coverage in the amount of \$20,000 for each member.

D. The Board will make available a Flex Plan under Sections 125/129 of the Internal Revenue Code.

ARTICLE XI – PAYROLL OPTIONS/PAYROLL/CALENDARS/DEDUCTIONS

A. Payroll Options

BOCES is on a biweekly payroll schedule. Teacher aides will normally receive 22 paychecks from September to June. A teacher aide has the option to receive the equivalent of 26 paychecks between September and June, providing the teacher aide files a written notice to that effect with the Business Office. Teacher Aides shall choose a payroll option in their second year of employment and thereafter no later than the end of the prior school year.

B. Payroll Calendar

The annual payroll calendar shall be distributed to the staff no later than September 10th each year.

C. Payroll Deductions

The Board shall make payroll deductions a the request of a member of the unit in writing for the following purposes:

1. **Tax Sheltered Annuities** – Deductions for tax sheltered annuities may be made for programs approved by the Assistant Superintendent for Business. New employees of the Board, however, may continue previously contracted Tax sheltered Annuity Programs with other companies. New annuity programs may only begin in October or January.

2. Credit Union – Deductions may be made for any number of the unit and payment made to the Port Chester Teachers Federal Credit Union.
3. Savings Bonds – Deductions may be made for Series EE Savings Bonds.
4. Vote Cope – Effective July 1, 2001 unit members may designate deductions to be transmitted to Vote Cope.

ARTICLE XII – NO STRIKE PLEDGE

The Association agrees that neither it nor the employees it represents shall engage in any strike. The Association further agrees that it shall not cause, instigate, encourage or condone any strike.

ARTICLE XIII – BOARD RIGHTS

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of BOCES and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE XIV – GRIEVANCE PROCEDURE

- A. Declaration of Policy – It is the declared purpose of these procedures to provide a means for orderly settlement of differences between the parties promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.
- B. Definitions
 1. “Grievant” shall mean any aggrieved member of the unit or group of members of the unit similarly affected or the Association.
 2. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement, provided however that the term shall not include any matter involving the dismissal of a teacher aide.
 3. “Supervisor” shall mean the Supervisor to whom the teacher aide reports directly.
 4. “Director” shall mean a) the Director of Special Services for members of the unit in Special Services, b) the Director of Career Services for members of the unit in Career Services, or c) the Director of Instructional Support Technology for members of the unit in Instructional Support Technology.

5. "Days" when used in this Article shall mean days when school is in session.

C. Basic Principles

1. At all stages of this procedure the teacher aide shall have the right to be represented by a person or persons of his or her own choice. If such a person is not a representative of the Association, the Association shall have the right to be present and to be heard at all stages.
2. All hearings shall be confidential.
3. Hearings shall be held after the workday, except by mutual agreement of the parties.
4. Forms for filing grievances shall be developed by the parties. The board shall have the responsibility of having copies of such forms duplicated and available.
5. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance.
6. No reference to or records of a grievance shall be placed in the grievant's file.
7. A teacher aide shall have the right to present his or her grievance free from interference, coercion, restraint, discrimination or reprisal.
8. Failure to present a grievance within 20 days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance and the grievance shall abate. If the administration and/or the Board shall fail at any step to comply with the required time limits, the grievant may proceed to the next step.

D. Level I - Supervisor

1. Within 20 days of the action complained of, a grievant may present his or her grievance in writing to the Supervisor on a mutually agreed upon form. The statement of grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this Agreement alleged to have been violated, and the redress sought.
2. Within five days after receipt of the grievance, the Supervisor shall hold a meeting with the grievant and his or her representative. The Supervisor shall render a decision in writing setting forth the reasons for the decision no later than five days after such meeting.

E. Level II - Director

1. If the grievance is not satisfactorily resolved at Level I, within ten days after the decision of the Supervisor, the grievant may file an appeal in writing with the Director.
2. Within five days after receipt of the appeal, the Director shall hold a meeting with the grievant and with his or her representative. The Director shall render a decision in writing setting forth the reason for the decision no later than five days after such meeting.

F. Level III - Superintendent of Schools

1. If the grievance is not satisfactorily resolved at Level II, within ten days after the decision of the Director, the grievant may file an appeal in writing with the Superintendent of Schools.
2. Within ten days after receipt of the appeal, the Superintendent or his designee shall hold a hearing at which the grievant and his or her representative shall be present.
3. Within ten days after the conclusion of the hearing, the Superintendent or his designee shall render a decision in writing, setting forth the reasons for the decision, to the grievant and the Association.

G. Level IV - Board of Education

1. If the grievance is not satisfactorily resolved at Level III, the grievant may, within five days of the final determination by the Superintendent or his designee, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board by the Superintendent or his designee.
2. The Board, or its subcommittee, shall hold a hearing regarding the case within 12 days of receipt of the request for review by the grievant.
3. The Board, or its subcommittee, shall render a decision within eight days after its hearing.

H. Level V - Arbitration

1. If the grievance is not satisfactorily resolved at Level IV, within ten days after the decision of the Board, the Association may submit the grievance to arbitration, with the selection of the arbitrator and the proceedings to be governed by the Voluntary Labor

Arbitration Rules of the American Arbitration Association.

2. The arbitrator shall have no authority or power to make any decision which requires the commission of an act prohibited by law, or which is contrary to or inconsistent with the express terms of this Agreement.
3. The decision of the arbitrator shall be final and binding.
4. The arbitrator's charges shall be shared equally by the Board and the Association.

ARTICLE XV - TEACHER AIDE PROTECTION

A. Absence Due to Injury on the Job

If an aide will be absent as a result of personal injury due to an assault or accident occurring in the course of his or her employment as determined by the Workers' Compensation Board, he or she shall be paid his or her full salary for the period of disablement without charge to sick leave provided that the aide fills out the Workers' Compensation claim form and submits it to his or her supervisor within 48 hours of the incident. The aide shall inform his or her supervisor and the Benefits office of the date of his or her anticipated return to work as soon as it is known. Failure to notify the Benefits Office in Advance of the anticipated date of return to work shall result in a deduction of the compensation of the substitute from the aide's pay. The aide shall prosecute any claim for benefits and any award up to the amount paid the aide by the Board while the aide was absent shall become the property of the Board. Any absence that is claimed to be compensable under Workers' Compensation that is for seven days or less shall initially be charged to sick leave accruals. Should the absence be found to be compensable the employee will be made whole and the sick days will be credited back to the employee. Effective July 1, 2004, if an aide is absent as a result of personal injury due to an assault or accident occurring in the course of his or her employment, he or she shall be paid his or her full salary for the period of disablement without charge to sick leave for up to 100 days. If the teacher aide must thereafter begin to take leave time because of the injury, his or her leave time deduction shall be re-credited according to the following formula: one-half day for each day of the Workers' compensation award reimbursed to the BOCES.

B. Reimbursement for Property Damage or Loss

The Board will reimburse members of the unit for personal property which is normally worn or brought into school if it is damaged, destroyed or stolen in the course of the member of the unit performing his or her duties. Automobiles are excluded from this provision. Reimbursement is limited to \$100 per occurrence and \$1,000 for all members of the bargaining unit in any one school year. Reimbursement will be made upon presentation of a claim, with supporting documentation if possible, to the Human Resources Office. Money stolen or lost is not covered by this provision.

ARTICLE XVI - LABOR/MANAGEMENT COMMITTEE

- A. A Joint Labor/Management Committee is hereby established. The purpose of this committee shall be to discuss and attempt to resolve matters of mutual concern pertaining to employer/employee relations involving members of the bargaining unit.
- B. The Committee shall be comprised of eight members, four to be designated by the District Superintendent and four to be designated by the Association. The Chairperson of the Committee shall rotate from meeting to meeting between a Board designee and an Association designee.
- C. The Committee shall meet at least four times during the school year and may meet in addition thereto to the extent that such additional meetings are desired. The tentative agenda for each meeting shall be mutually agreed upon in advance of the meeting to the extent possible.

ARTICLE XVII -- SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any teacher aide or group of teacher aides shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE XVIII -- LEGISLATIVE ACTION

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

ARTICLE XIX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 except as otherwise provided herein, and shall remain in full force and effect until June 30, 2008.

If the Association or the Board wishes to submit proposals for a successor agreement it shall do so no later than March 1, 2008.

Board of Cooperative Educational Services,
Second Supervisory District of
Westchester County

BOCES Teacher Aide Association

By Severly A. Levine
President, Beverly A. Levine

By Carol Hager
Chairperson, Carol Hager

By Ronald L. Smalls
Chief Executive Officer, Ronald L. Smalls

By Charles A. Porcaro
President, Charles A. Porcaro

Appendix A

Teacher Aide Salary Schedule

Step	2004-05	2005-06	2006-07	2007-08
1	22,473	23,203	24,038	24,903
2	23,001	23,749	24,604	25,490
3	24,767	25,572	26,493	27,447
4	26,534	27,396	28,382	29,404
5	28,297	29,217	30,269	31,359
6	29,888	30,859	31,970	33,121
7	31,300	32,317	33,480	34,685
8	32,712	33,775	34,991	36,251
9	33,687	34,782	36,034	37,331