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Title: **Eastern Suffolk County BOCES District and BOCES Educators of Eastern Suffolk Para Educators (2003)**

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BY AND BETWEEN

THE

**BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
FIRST SUPERVISORY
DISTRICT OF SUFFOLK COUNTY**

EASTERN SUFFOLK BOCES

AND THE

**BOCES EDUCATORS
OF EASTERN SUFFOLK
PARA EDUCATORS**

July 1, 2003 - June 30, 2006

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

758



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ARTICLE 1 - RECOGNITION

The Board of Cooperative Educational Services recognizes the Association as the duly authorized representative of all Teacher Aides, Teaching Assistants and Sign Language Interpreters, excluding all other titles, pursuant to the job duties contained in the Commissioner of Education Regulation 80.33 as of July 1, 1979.

Para Educator refers to all Teaching Assistants and Teacher Aides. When a Teaching Assistant or Teacher Aide is referred to, then, that provision shall specifically refer to that group.

ARTICLE 2 - PAYROLL DEDUCTION

A. Dues

1. The District shall deduct from the salaries of its employees covered by the Agreement, the dues for the Board of Cooperative Educational Services Teachers' Association, Para Educators Bargaining Unit, pursuant to authorization cards signed by the employees.
2. The total annual dues, as authorized by said cards, shall be deducted in equal installments over eight (8) pay periods, commencing with the second pay period in October. Total annual dues may be paid in one lump sum if desired.
3. All dues authorization cards are to be signed and submitted to the Eastern Suffolk BOCES Human Resources Office by the Association no later than SEPTEMBER 20.
4. The Association shall prepare a master list from the said dues authorization cards by OCTOBER 30, which list shall contain the names of the employees whose dues are to be deducted and the amounts to be deducted. The District shall transmit the amount so deducted to the Association accompanied by a list of employees from whom dues were deducted and the individual amounts.

B. Credit Union

The District shall deduct from each paycheck the amount requested by an employee for deposit to the Teachers' Federal Credit Union account, and said deductions shall be delivered to said Credit Union by the District.

C. Benefit Trust

Eastern Suffolk BOCES agrees to provide all Para Educators the opportunity to participate in the NYSUT Benefit Trust program through payroll deduction.

D. Tax Sheltered Annuities

The District shall provide the opportunity to an employee to enroll in one tax sheltered annuity program.

E. Agency Fee

1. Effective the second pay period in October, the District shall deduct from the salary of employees in the bargaining unit who are not members of the Board of Cooperative Educational Services Teachers' Association Para Educators Bargaining Unit the amount equivalent to the dues levied by the Board of Cooperative Educational Services Teachers' Association Para Educators Bargaining Unit, and shall transmit the sum so deducted to the Board of Cooperative Educational Services Teachers' Association Para Educators Bargaining Unit in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Board of Cooperative Educational Services Teachers' Association Para Educators Bargaining Unit certifies that it has adopted such procedure for refund of agency shop fee deductions as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop deduction shall continue in effect so long as the Board of Cooperative Educational Services Teachers' Association Para Educators Bargaining Unit maintains such procedure.
2. The UNION shall indemnify and save BOCES harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the BOCES pursuant to this deduction.

F. VOTE COPE

BOCES will make available the opportunity for Para Educators to complete an election form to contribute to VOTE/COPE by means of payroll deduction. This will be a one-time deduction to take place during the second semester of the year at the discretion of BOCES. Funds will be deducted from Para Educators paychecks if they have filed the appropriate form authorizing the deduction.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance proceeding.

B. Definition

1. A "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. An "employee" is any person in the unit covered by this Agreement.
3. An "aggrieved party" is the employee who submits a grievance.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and in so doing shall give notice that a "grievance" is being raised.
2. Each grievance shall be submitted in writing on a form approved by the District and the Association, and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted at step 2, in writing, within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. Step One (1) Immediate Supervisor

1. An employee having a grievance will discuss it with the immediate supervisor, if there be one, either directly or through a representative, with the objective of resolving the matter informally.
2. The immediate supervisor will discuss the matter with all parties concerned. At the time of decision, the immediate supervisor will not consider any statements offered by or on behalf of any party without the presence of the aggrieved party or a representative.
3. In the event such grievance is not satisfactorily adjusted within five (5) school days, it shall be presented, in writing, to the Executive Officer or his designee for settlement.

E. Step Two (2) Administrative Level

1. If the aggrieved is not satisfied with the written decision of the immediate supervisor, the aggrieved party may, within ten (10) school days after receipt of the immediate supervisor's decision, present the formal grievance to the Executive Officer or his designee.
2. Within five (5) school days after receipt of the appeal, the Executive Officer or designee shall hold a meeting with the grievant and/or his representative.
3. The Executive Officer or designee will make a decision, in writing, to the grievant within five (5) school days after the conclusion of the meeting.

F. Step Three (3) Board of Cooperative Educational Services

1. If the grievance is not resolved, the grievance will be presented to the Board of Cooperative Educational Services within fifteen (15) school days after receiving the decision of the Executive Officer. The Board will then hold a meeting.
2. Within fifteen (15) school days after receipt of an appeal, the Board will hold a meeting on the grievance.
3. Within five (5) school days after the meeting, the Board shall submit a decision on the grievance in writing.

G. Step Four (4)

1. If the grievance is not resolved, the Association may submit the grievance to Advisory Arbitration within fifteen (15) days of receipt of the Board's determination.
2. The parties shall select an arbitrator pursuant to the procedures of and approved by the American Arbitration Association.
3. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

ARTICLE 4 - LEAVES

A. Child Rearing Leave

1. The contract shall provide for child rearing leave which shall include the use of sick days for a period of medically attended disability immediately followed by unpaid child rearing leave of up to 2 years.
2. Child rearing leave must be requested in writing by the parent. The maximum length of child rearing leave shall be two years. In no event may an employee receive sick leave benefits while on such child rearing leave.
3. Requests for child rearing leave shall be made at least 60 calendar days before the commencement of the leave. Employees shall return to work from child rearing leave only at the beginning of a semester.

B. Leave of Absence

A leave of absence without pay or increment of up to one year may be granted for personal reasons at the sole discretion of the Executive Officer.

C. Educational Leave

A one-semester Leave of Absence will be granted for student teaching. Documentation from the sponsoring college/university substantiating the need for the leave will be required.

D. Association Leave

1. One (1) Para Educator designated by the Association will, upon request, be granted a leave of absence for up to two years without pay for the purpose of engaging in Association activities.
2. Time necessary for Association representatives, up to three days per year, will be allowed to attend conferences or meetings with the approval of the Executive Officer of BOCES. All expenses for attendance at conferences and conventions will be paid by the Association.

All benefits to which a Para Educator was entitled to at the time a leave of absence commenced will be restored upon return (sick leave and salary placement).

E. Sick Leave

All full-time Para Educators will be provided yearly with sick leave of 12.5 sick days. If an employee requests and takes a sick day which extends a holiday or holiday weekend, that employee must provide medical documentation or be docked two days for each day of over extension.

F. Sick Leave Bank

A sick leave bank will be made available to all employees pursuant to guidelines in Appendix C.

G. Personal Leave

1. Four Personal leave days will be provided yearly. Personal days must receive prior approval of the Executive Director or Deputy Superintendent. Twenty-four or more hours of notice must be given for personal days and retroactive approval will be granted only for those events which are of an emergency nature.
2. Two (2) personal leave days (out of the four [4] allowed) may be applied for, without reason, with at least twenty-four hours prior notice.

An employee who requests a personal day when s/he has exhausted his/her annual allotment of personal days and who does not report to work will be docked two days for each day of over extension, unless that employee can document to the satisfaction of the Executive Director of Human Resources that the day was needed for a reason

listed on the personal day form. If an employee has used both personal days “without reason” and requests a “with reason” day that would extend a holiday or a holiday weekend, then that employee must document to the satisfaction of the Executive Director of Human Resources that the day was needed for a reason listed on the personal day form to be paid for that day.

3. Unused personal days at the end of the fiscal year will be added to accumulated sick leave.

H. Cumulative Days

Sick leave days and personal days shall be cumulative to 200 days. An annual form will be transmitted to each Para Educator indicating the cumulative sick leave.

I. Physician's Note

In case of any absence of more than two consecutive work days, or three non-consecutive days within a week, it is the right of the Executive Director to require a physician's note indicating the illness and the need for home confinement. Failure to obtain the physician's note when directed will mean the loss of 1/200th of annual salary for each day beyond the two days. Absences the day prior to, or the day following a long weekend or vacation period, will result in the loss of two days for each day indicated above unless a physician's note is produced indicating the illness and the need for home confinement.

J. Serious Illness

A Para Educator who experiences serious illness of a family member or other extraordinary and/or unusual events may make application to the Executive Director of Human Resources for the conversion of accumulated sick leave to personal days to be used during the aforementioned circumstance with the approval of the Executive Officer. Prior to making applications, the employee must have exhausted the current supply of personal days.

K. Military Leave

Unit members shall receive the maximum level of protection and benefits provided by applicable law.

ARTICLE 5 - PERSONAL INJURY

A. Para Educators Not Covered By Disability

Whenever a Para Educator is not covered by the disability clause (Article 8(G)) and is absent as a result of personal injury caused by BOCES parents or a BOCES student, if such injury occurs in the course of employment, the Para Educator will be paid 66 2/3% of their salary and to otherwise reflect the guidelines of the LTD policy, for a period of up to one year and no part of such absence will be charged to annual or accumulated sick leave. Any Workers' Compensation award shall offset the allocation. On request, the employee will provide a doctor's statement verifying such injury.

B. Para Educators Covered By Disability Clause

A Para Educator injured as a result of action by a BOCES student or BOCES parent while performing his/her duties, and who is covered by the disability clause (Article 8 (G)) shall not be charged any accumulated sick days which may be needed as a result of such actions, for a period of up to one year. LTD and Workers' Compensation shall offset allocation. This provision is administered by a joint committee, which shall develop procedures to manage usage.

ARTICLE 6 - RETIREMENT/TERMINAL LEAVE

A. Written Requests

All requests for terminal leave payment must be submitted to the Executive Officer with a retirement letter, no later than DECEMBER 1 of the school year preceding the year of the leave; a notice of one (1) year and seven (7) months for a June 30th retirement date. In extenuating circumstances this requirement may be waived at the discretion of the Executive Officer. All requests must be accompanied by a written notice of resignation and retirement.

B. Eligibility Requirements

1. The staff member must be eligible to receive benefits from the New York State Teachers' Retirement System (NYSTRS) or New York State Employees' Retirement System (NYSERS).

2. Eligibility to receive benefits from Social Security, as long as the Para Educator meets New York State Retirement System requirements had they been a member, would entitle the member to terminal leave.

C. Employees hired on or before February 1, 1980

1. Shall be eligible for terminal leave at the rate of 110% of the value of their accumulated sick leave to a maximum of 150 accumulated days.
2. The staff member may request a lump sum payment. Approval of this request is subject to the discretion of the Executive Officer contingent upon the number of staff requesting such payment and the amount budgeted for the specific year.
3. At the year before retirement, any member with up to 150 days of accumulated sick leave will be eligible for this benefit. (Maximum base 150 days).

D. Employees hired after February 1, 1980

For the first 100 days, or part thereof, of accumulated sick leave, compensation will be at the rate of one-half of 1/200th of final year's salary for each day. For the second 100 days, or part thereof, of accumulated sick leave, the compensation will be at the rate of 1/200th of final year's salary per day.

E. Employees hired on or after July 1, 1999

In order to be eligible for terminal leave provisions, employees hired on or after July 1, 1999 must have a minimum of 50 days accumulated. The terminal leave/retirement payment for all days will be at the rate of $\frac{1}{2}$ of 1/200th, to a maximum of 200 days.

F. Payment Method

The payment method will either be: a) full lump-sum payment in the year of retirement, or; b) full lump-sum payment in the fiscal year following retirement, or; c) payment in 3 equal installments over a three year period. The option for payment shall be at the discretion of BOCES as determined by fiscal constraints.

G. Accumulated Sick Days

All benefits extended to a paraprofessional will extend to the member electing to stay on payroll and receive terminal leave.

ARTICLE 7 - TEMPORARY LEAVES OF ABSENCE

A. Legal Proceedings

Time will be granted for court/legal appearances during the school day for proceedings connected with the Para Educators' employment.

B. Communicable Disease

Temporary leaves of absence with pay, up to two weeks, will be granted to employees who contract a communicable disease traceable to contact made in school. The burden of proof to establish that the contact was made in school is on the employee.

C. Bereavement

1. Up to five (5) consecutive days in the event of death of a employee's spouse, child, parent, mother-in-law, father-in-law, brother, sister, or grandchild and any relative who lives in the employee's domicile.
2. Up to three (3) consecutive days in the event of death of close relatives shall be granted if needed. Close relatives are defined as grandparents, aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

D. Critical Illness

Critical illness is defined as hospitalized in ICC/CCU or officially classified as critical.

1. Up to five (5) consecutive days in the event of a critical illness as determined by a physician's verification of a employee's spouse, child, parent, mother-in-law, father-in-law, brother, or sister, and any relative who lives in the employee's domicile.

2. Up to three (3) consecutive days in the event of a critical illness as determined by a physician's verification of an employee's close relatives shall be granted if needed. Close relatives are defined as grandparents, aunt, uncle, niece, nephew, sister-in-law, or brother-in-law.

E. Jury Duty

Employees will be given leave with pay for jury duty. The fees received by the employee, except travel expense reimbursement, must be paid to the District.

F. Conference / Visitation

Conferences/Meetings/School Visitations – With due regard for the equal opportunity of designation, upon recommendation by and approval of the administration, days may be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

ARTICLE 8 - INSURANCE

A. Health Insurance for employees hired before July 1, 1992

1. The Board will pay 100% of the employee's premium cost and 100% of the family premium cost.
2. An option to waive health insurance coverage will be offered to all Para Educators who are eligible for coverage. Any staff member electing to waive health insurance coverage will complete an appropriate form and will be compensated at the rate of 60% of the premium in effect on July 1st of the year in which the insurance is waived. The payment for the above option shall be incorporated into the annual salary.
3. The employee will have the opportunity to change their election with regard to the above- mentioned insurance plan once each year during the month of NOVEMBER, with the effective date of the change to be JANUARY 1.

B. Health Insurance for employees hired on or after July 1, 1992

1. Employees shall be entitled to receive fully-paid health insurance, either individual or family (except as modified in Article 8 C), so long as they do not receive comparable coverage from another source. Comparability will be decided by the 90% rule. Members will be given an option form upon being hired, which will show comparable costs.
2. Bargaining unit members who lose coverage from the other source shall be entitled to inclusion in the BOCES health plan effective the 1st day of the following month to the extent permitted by the plan.
3. An employee who gains alternative coverage during employment, (i.e.: through marriage), will not be eligible for BOCES coverage. It is the obligation of the employee to advise the District of any change in status. The intent is to provide bargaining unit members with health insurance coverage, but not dual coverage.
4. A review committee comprised of two (2) bargaining unit members and two (2) management members will be created. The committee's charge is to decide on comparability questions on a case-by-case basis.

C. Health Insurance for employees hired on or after July 1, 1999

Any employee eligible for health insurance who elects family coverage will be required to contribute 5% of the Empire rate towards the cost of the family plan.

D. Health Insurance Into Retirement

Unit members employed as of July 1, 1996, who have at least ten (10) years of Eastern Suffolk BOCES' service at the time of retirement, will receive fully paid health insurance into retirement, individual or family. For employees hired after July 1, 1996, fully paid health insurance into retirement will be provided after 10 years (individual coverage) or 20 years (family coverage) of service. To be eligible for this benefit, retirement from the N.Y.S. Retirement System or Social Security Retirement, must immediately follow active service to BOCES. Employees shall be entitled to an individual contract upon retirement.

Any employee hired after July 1, 2003 will also be required to contribute 5% of the premium cost if they retire from the agency with family coverage. If subsequent to retirement they change to individual coverage, they will still be required to contribute 5% of that premium cost.

E. Dental Plan

The Board will pay 100% of full-time employee's premium cost. The Board will pay 50% of the cost for dependents and the employee will pay 50% through payroll deduction.

F. Optical Plan

The Board will pay each member's optical plan premium. The cost will not exceed \$66.00 for individual and \$168.00 for family. Members participating in the East End Health Plan are not eligible for this benefit.

G. Disability Income Insurance

A disability insurance policy will be provided by BOCES for all full-time Para Educators which will compensate the disabled Para Educator at a combined rate of two-thirds of his/her salary with a maximum total income of \$7,000 per month for a period beginning 93 days following disability until the age the Para Educator qualifies for retirement. Some exceptions may present themselves for certain types of illnesses such as psychological disorders as determined by the policy.

H. Group Life Insurance

The Board shall pay 100% of the \$40,000 term life insurance policy for full-time employees. Employees will be given the option to purchase an additional \$15,000 or \$30,000 of life insurance at the group rate, pending insurance company approval.

Retirees will be permitted to purchase life insurance immediately following their retirement from full-time employment by paying the entire applicable premium themselves. The premium will be at the group rate paid by BOCES, contingent upon carrier approval.

I. Workers' Compensation

1. The Board will deduct 0.5 days sick leave for each one day of absence immediately following a Worker's Compensation injury. If an employee alleges the recurrence of an on-the-job injury, the employee must produce a doctor's verification specifically referring to the injury date. Upon exhaustion of cumulative sick days, or after 93 calendar days whichever is later, the employee may apply for the disability insurance provided by the District. If an employee anticipates that his/her injury will require an

absence in excess of 93 calendar days, he/she should notify the District as soon as possible.

2. Upon exhaustion of sick leave, the staff member may request the Executive Officer, with Board approval, to extend their sick leave.

ARTICLE 9 - FINANCIAL LOSS - SAVE HARMLESS

A. Financial Loss / Save Harmless

The Board agrees to save Para Educators harmless from any financial loss where Para Educators are required to handle BOCES money, provided that it can be proved that the loss was not due to the Para Educator's negligence.

B. Personal Property Damage

The Board will give reasonable reimbursement to Para Educators for any personal property damaged while on duty as a direct result of action by students and/or parents, etc. and not due to the Para Educator's negligence. The maximum amount shall be \$300 per Para Educator per incident and shall be verified through an incident form or police report.

C. Personal Reimbursement

Reasonable reimbursement, to a maximum of \$5,000, will be given to any para educator for medical or dental services incurred (less the amount of any insurance reimbursement) as a result of a work related injury, provided the Para Educator is not at fault. BOCES will review each individual situation before taking any action regarding reimbursement.

ARTICLE 10 - MILEAGE ALLOWANCE

In the event an employee is required and authorized by the BOCES administration to use their personal automobile for school business, the employee will be reimbursed at the mileage allowance permitted under the rules of the United States Internal Revenue Service for such business use as of JULY 1 of each year.

ARTICLE 11 - IN SERVICE TRAINING

BOCES shall establish an annual in-service training program for Para Educators.

ARTICLE 12 - ORIENTATION

The BOCES shall establish an orientation program for new Para Educators.

ARTICLE 13 - PROFESSIONAL CONDITIONS

A. Composition of Committee

A professional practice committee shall be established that will meet on a quarterly basis. Composition of the committee will be made up of Para Educators appointed by the association and administrators appointed by the Executive Officer. The purpose of this committee will be to discuss and resolve matters of mutual concern.

B. Funds

There shall be allocated a fund in the amount of \$10,000 per year for use by the Professional Practice Committee for in-service programs etc., mutually agreed upon by all members of the committee. Any Professional Practice Funds not used in the current year will be carried over to the next year.

ARTICLE 14 - EDUCATIONAL INCENTIVE

A. In-Service Credits:

Each year, Para Educators will have an opportunity to receive an educational incentive of \$300 for the completion of 3 in-service credits; 15 hours equals one in-service credit. Payment for more than 3 credits in any given fiscal year may be approved by the Division Director up to 9 credits, Courses must have the prior approval of the Division Director. Prior to payment of the incentive, satisfactory proof must be provided that the course has been completed inclusive of satisfactory attendance. This amount shall be a one-time payment and will not be added to the Para Educator's salary. It will be given as soon as possible after course verification (in-service certificate) has been forwarded to the district. BOCES shall provide a total of \$15,000 per year for this incentive.

B. Undergraduate Credits:

Each member will be eligible for a \$300 stipend to be added to their yearly salary for completion of each 6 credits of eligible course work, to a maximum total of 60 credits. Eligible course work is defined as undergraduate courses which began on or after July 1, 1999, in a degree bearing program functionally related to their position in BOCES. The Divisional Director must pre-approve all course work. Adjustments will be given on September 1st or February 1st, to coincide with the end of the semester.

ARTICLE 15 - REDUCTION OF AIDES

A. Layoff and Recall of Teacher Aides

1. Layoff and recall of Teacher Aides shall be by seniority, on an agency-wide basis.
2. The recall list will remain in effect for three years. A refusal of position removes a Teacher Aide from the list.
3. Excessed Teacher Aides will retain accrued seniority and sick time in the event of a recall.

ARTICLE 16 - ASSIGNMENT CHANGES OF AIDES OR ASSISTANTS

A. Voluntary Transfers

Any unit member may request a transfer by filing a written request with the Program Director. The Program Director will acknowledge the request within two weeks and will send a written response to the unit member as soon as a decision is known.

B. Involuntary Transfers

1. When an involuntary transfer or reassignment of a Para Educator is necessary from a facility or program, the determination will be made by the Director of the division. BOCES will:
 - a. seek volunteers first

- b. consider reassignment preferences
 - c. consider seniority
 - d. consider program needs
2. Involuntary transfers or reassignments will be made only after a meeting between the member to be transferred and the Divisional Director or their designee (i.e. building Principal). In the event that a unit member objects to the transfer or reassignment, the unit member and their area representative may have a meeting with the Divisional Director or their designee. Involuntary transfers may occur as a result of the need of the agency resulting from changes in student enrollment and/or placement.
 3. When involuntary transfers are made, the Para Educator will receive at least a 10 calendar day notification, whenever possible.

C. Vacancies

1. All vacancies and/or new positions within the bargaining unit shall be posted.
2. In the event that a Para Educator position with responsibilities different from the traditional classroom or individual Para Educator become available, an announcement will be posted in the building and all current Para Educators will be given an opportunity to apply.

ARTICLE 17 – EVALUATION

Each Teaching Assistant or Teacher Aide will be evaluated at least one time per year. Teaching Assistants/Aides will be given a copy of any formal evaluation report prepared by their supervisors at least one (1) day before the conference to discuss it. Such report shall not be submitted to central administration, placed in the employee's file or otherwise acted upon unless the employee has been given a prior opportunity for conference with the supervisor. The Teaching Assistant/Aide will acknowledge that he or she had the opportunity to review the report by signing the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The Teaching Assistant/Aide will also have the right to submit a written answer to the report and said answer shall be reviewed by the appropriate administrator and attached to the file copy.

ARTICLE 18 – MENTORING PROGRAM

A mentoring program will be established for all Para Educators. The number of mentors per facility and/or program will be established based on the number of Para Educators in the facility and/or program. Each mentor will receive an annual stipend as follows:

<u># Paras in Program</u>	
0-5	N/A
5-15	\$250
15-24	\$350
25-49	\$500
50+	Additional mentors may be assigned.

The training coordinator for the para/teacher mentor training program in conjunction with the building or program administrator will determine the mentor(s) and the number of mentors based on the above guidelines. The responsibilities and duties of the mentor(s) will be determined by the administrator responsible for the para/teacher training program and the training coordinator. One Para Educator/Coordinator will oversee the program and receive a \$1,000 stipend per year. This individual will be chosen by the Assistant Superintendent for Educational Services. Recommendations for the Coordinator position will be made to the office of the above administrator and he/she will make the final determination.

ARTICLE 19 - PART-TIME AIDES AND ASSISTANTS

Part-time employees represented by the bargaining unit shall be entitled to salary, sick leave and personal leave in proportion to their percentage of time employed. Health insurance, dental, life insurance and optical shall not be available to part-time employees unless they meet the minimum requirements set forth by BOCES for participation in these plans.

ARTICLE 20 - COPIES OF AGREEMENT

Copies of this Agreement will be given to each member of the bargaining unit by the Board. The printing of this Agreement will be at BOCES expense.

ARTICLE 21 - LEGAL WAIVER CLAUSE

If any part of this contract or application thereof is contrary to law, then such provision or application shall not be valid except as permitted by law.

ARTICLE 22 - ATTENDANCE AT MEETINGS

Para Educators shall be required to attend all faculty meetings (unless specifically excused by the building administrator). They may be required to attend up to three special events outside of normal work hours per year.

ARTICLE 23 - WORK DAY

The work day for Para Educators will end no later than 15 minutes after the end of the school day except for reasons stated in Article 20 and emergencies which require the services of the employee.

ARTICLE 24 - LEGISLATION

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given approval.

ARTICLE 25 - SALARY

A. Salary Schedules

Para Educators will move from their 2002/03 level to the next succeeding level in each year of the contract. This movement is confined solely to the term of this agreement, is not considered to be incremental movement, and is exempt from coverage under section 209-a.1(e) of the Civil Service Law of the State of New York.

Year One (2003/04)

Level S will be added for Teaching Assistants and Level R will be added for Teacher Aides. Each member's base salary will be increased by 3.8% (or \$725), whichever is greater. Level A will be increased by half of \$725 (\$363).

Sign Language Interpreters – Each member's base salary will be increased by 3.8% (or \$725), whichever is greater. Minimum salary will be increased by half of \$725 (\$363) to \$14,863.

Year Two (2004/05)

Level T will be added for Teaching Assistants and Level S will be added for Teacher Aides. Each member's base salary will be increased by 3.8% (or \$750), whichever is greater. Level A will be increased by half of \$750 (\$375).

Sign Language Interpreters – Each member's base salary will be increased by 3.8% (or \$750), whichever is greater. Minimum salary will be increased by half of \$750 (\$375) to \$15,238.

Year Three (2005/06)

Level U will be added for Teaching Assistants and Level T will be added for Teacher Aides. Each member's base salary will be increased by 3.8%. Level A will be increased by 1.9%

Sign Language Interpreters – Each member's base salary will be increased by 3.8%. Minimum salary will be increased by 1.9% to \$15,528.

Teaching Assistants

	2003/04		2004/05		2005/06
A	\$16,646	A	\$17,021	A	\$17,344
B	\$17,008	B	\$17,396	B	\$17,668
C	\$17,405	C	\$17,758	C	\$18,057
D	\$17,813	D	\$18,155	D	\$18,433
E	\$18,230	E	\$18,563	E	\$18,845
F	\$18,657	F	\$18,980	F	\$19,268
G	\$19,373	G	\$19,407	G	\$19,701
H	\$20,133	H	\$20,123	H	\$20,144
I	\$20,937	I	\$20,898	I	\$20,888
J	\$21,447	J	\$21,733	J	\$21,692
K	\$22,072	K	\$22,262	K	\$22,559
L	\$22,819	L	\$22,911	L	\$23,108
M	\$24,507	M	\$23,686	M	\$23,782
N	\$26,198	N	\$25,438	N	\$24,587
O	\$27,886	O	\$27,194	O	\$26,405
P	\$29,579	P	\$28,946	P	\$28,227
Q	\$31,268	Q	\$30,703	Q	\$30,046
R	\$32,959	R	\$32,456	R	\$31,870
S	\$34,651	S	\$34,211	S	\$33,689
		T	\$35,967	T	\$35,511
				U	\$37,334

Teacher Aides

	2003/04		2004/05		2005/06
A	\$14,234	A	\$14,609	A	\$14,887
B	\$14,596	B	\$14,984	B	\$15,164
C	\$14,935	C	\$15,346	C	\$15,553
D	\$15,281	D	\$15,685	D	\$15,929
E	\$15,636	E	\$16,031	E	\$16,281
F	\$16,000	F	\$16,386	F	\$16,640
G	\$16,613	G	\$16,750	G	\$17,009
H	\$17,248	H	\$17,363	H	\$17,387
I	\$17,908	I	\$17,998	I	\$18,023
J	\$18,326	J	\$18,658	J	\$18,682
K	\$18,838	K	\$19,076	K	\$19,367
L	\$19,451	L	\$19,588	L	\$19,801
M	\$21,126	M	\$20,201	M	\$20,332
N	\$22,819	N	\$21,929	N	\$20,969
O	\$24,507	O	\$23,686	O	\$22,762
P	\$26,368	P	\$25,438	P	\$24,586
Q	\$28,226	Q	\$27,370	Q	\$26,405
R	\$30,084	R	\$29,299	R	\$28,410
		S	\$31,228	S	\$30,412
				T	\$32,414

1. Level does not indicate years of service to BOCES. Each Teacher Aide or Teaching Assistant working more than .5 of the year will move one level on the salary schedule for each year of the agreement.
2. Any Para Educator who is currently off schedule and identified by management and the union shall receive a 3.8% raise in each year of the contract. At the conclusion of this contract, no further levels will be added.

B. Longevity

Unit members shall receive the following longevity increments on July 1 following anniversary dates:

Years 1 & 2 – 2003/04 and 2004/05

\$300*	after 5 years of service	*Employees hired on or after 7/1/96 are not eligible for 5 year increment.
\$900	after 10 years of service	
\$900	after 15 years of service	
\$1,000	after 20 years of service	
\$1,200	after 25 years of service	
\$1,500	after 30 years of service	

Year 3 – 2005/06

In year three of the contract, **cumulative** longevity increments will be as follows:

\$300*	after 5 years of service	*Employees hired on or after 7/1/96 are not eligible for 5 year increment.
\$1,200	after 10 years of service	
\$2,250	after 15 years of service	
\$3,750	after 20 years of service	
\$5,450	after 25 years of service	
\$7,450	after 30 years of service	

Anniversary dates for longevity will be on July 1 of each year. An employee hired between July 1 and February 1 of each academic year will receive a year credit on the next July 1. Persons hired between February 2 and June 30 of each year will be credited with a year's service on July 1 of the next year (a maximum wait of 1.5 years).


C. Teaching Assistants/Teacher Aides as Substitutes

1. In instances where a Para Educator substitutes for a teacher, unit members shall be compensated at \$60 per day. Para Educators substituting for a teacher will be compensated for $\frac{1}{4}$ of a day, $\frac{1}{2}$ of a day or a full day.
2. In instances where a Teacher Aide substitutes for a Teaching Assistant, members shall receive an additional \$10.00 per day beginning on the first day of that assignment.
3. These substitute payments are in addition to the employee's regular rate of pay.


ARTICLE 24 - TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2003, and shall continue in full force and effect until June 30, 2006.

ASSOCIATION

BY  _____
Arlene Barresi

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES

BY  _____
Gary Bixhorn
Executive Officer

Dated this 29 day of Sept., 2003.

APPENDIX A
FORMAL APPLICATION FOR GRIEVANCE PROCEDURE

NAME _____

BOCES POSITION ASSIGNMENT _____

LOCATION _____

DATE AND PLACE OF OCCURRENCE _____

DESCRIPTION OF GRIEVANCE _____

REDRESS SOUGHT _____

OTHER COMMENTS _____

DATE OF TRANSMISSION OF THIS GRIEVANCE BY AGGRIEVED PARTY TO
RESPONSIBLE AUTHORITY

Date

Name and Title

Date

Signature of Aggrieved Party

APPENDIX B
NOTICE OF GRIEVANCE APPEAL (Stage 2)

NAME OF AGGRIEVED PARTY _____

DATE OF GRIEVANCE _____

NAME OF SUPERVISOR AT STAGE _____

REASON FOR APPEAL: (Attach copies of G-1 and G-2):

Signature of Party in Appeal

Date

cc: Stage 1 Supervisor
Human Resource Office

APPENDIX C

SICK LEAVE BANK GUIDELINES

GENERAL

The Sick Leave Bank shall be established by each participating member donating one day from accumulated sick leave, effective September 1, 1996. The use of the Bank shall, at all times, be restricted to the number of days actually accumulated and remaining available in the Bank at the time an application is made by an eligible member to draw upon the Bank. In the event that the Bank is reduced by use thereof to less than 40 days, then at the commencement of the school year immediately following this event, or sooner if determined necessary by the Standing Committee, a deduction of one sick day from the accumulated sick leave of each participating member shall be made and donated to the Bank.

LEVEL OF BENEFITS

There will be two levels of benefits for Sick Leave Bank Participants:

LEVEL A: Should the Standing Committee determine that the nature of the illness or injury is critical/catastrophic, the following guidelines will apply:

1. Member must use up all accumulated sick leave before accessing the Bank.
2. There will be no waiting period to access the Bank.
3. There will be no pay-back of sick leave borrowed.

LEVEL B: In all other instances, the following guidelines will apply:

1. Member must use up all accumulated sick leave before accessing the Bank.
2. There will be pay-back of time borrowed at the rate of 30% of accrued sick leave at the beginning of each school year, until the time is fully repaid.
3. Sick Bank Leave will terminate in both cases once eligible for disability benefits.

MEMBERSHIP

Any Para Educator may join the Sick Bank by contributing one sick day. Members may join the Bank within the first two calendar months of becoming a Para Educator. If, however, a Para Educator chooses to join the Bank after that time, there will be a one year waiting period before the member is eligible to use the Bank. If during the waiting period the Bank needs additional days from members, those waiting members will not have to contribute.

Once a person becomes a member of the Sick Leave Bank, and contributes one day to the Bank, the day becomes part of the Sick Leave Bank and the member no longer has claim to the day, other than as outlined herein.

If necessary to deduct a sick day from the accumulated sick leave of each participating member during the school year, and if the member does not have any accumulated sick leave, the Executive Officer will give approval to convert a personal day to a sick day so that the member may continue to participate. The member will be notified of this action. If the member does not have any personal days left, a sick day will be deducted from the member's account at the beginning of the following school year. This will be a one-time procedure to make it possible for the member to remain in the Sick Leave Bank. Should the situation occur a second time and sick or personal days are not available, the member will be dropped from the Sick Leave Bank until sick days are available and reapplication to join the Sick Leave Bank is made. The member will be notified of this action.

ADMINISTRATION OF THE SICK LEAVE BANK

Request for use of days from the Sick Leave Bank must be made through the Executive Officer, or his designee. A Standing Committee to advise the Executive Officer on the operation of the Sick Leave Bank shall consist of two Teacher Association Para Educators and two Administrators. The Vice President of the Teachers Association for Para Educators shall appoint two members of the Para Educators' staff and the Executive Officer shall appoint the two Administrators.

USE OF SICK LEAVE BANK

Any participating member may submit a request to borrow days from the Sick Leave Bank because of a prolonged illness or injury and lack of available sick leave days. Prolonged illness or injury is defined, for the purpose of these guidelines, as that period of time covering any single sickness or injury extending beyond 20 working days.

No use of the Sick Leave Bank will be allowed after an individual is eligible for disability benefits under the disability policy provided by EASTERN SUFFOLK BOCES. After use of existing sick leave, a member may be granted additional sick leave to offset the calendar day waiting period for the existing disability policy to take effect.

All persons using the Sick Leave Bank must first use whatever accrued sick days they may have. Approved sick leave from the Bank will not begin coverage until the individual's accumulated sick leave is exhausted or the twenty-first working day, whichever occurs later.

An approved request for sick bank time is terminated when the authorized time is used or when the person returns to full-time employment, whichever should occur first. An additional request for sick bank time will be considered an initial request, that is, a new request, and must comply with the existing provisions of these guidelines. Full-time employment is considered as being on the job in an equivalent capacity as when the sick leave commenced.

All requests for sick leave from the Sick Leave Bank must be submitted in writing and must include a written statement from the attending physician indicating the diagnosis, the date of the onset of the condition, estimated time the condition will last and the starting date of the absence. The Executive Officer may require that the individual, granted the sick leave, obtain additional medical statements from the attending physician at thirty day intervals to maintain eligibility for use of the Sick Leave Bank. Failure to comply with this request may result in termination of any approved sick leave from the Sick Leave Bank.

TERMINATION OF THE SICK LEAVE BANK

If at any time the Sick Leave Bank is terminated, any sick days in the Bank will be distributed evenly to all current members of the Bank, after meeting any prior commitments for approved sick leave requests.

