



Cornell University  
ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Eastern Suffolk County BOCES District and BOCES Educators of Eastern Suffolk (2005) (MOA)**

Employer Name: **Eastern Suffolk County BOCES District**

Union: **BOCES Educators of Eastern Suffolk**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **6656**

Unit Size: **694**

Number of Pages: **60**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

TA | 6656

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES  
FIRST SUPERVISORY  
DISTRICT OF SUFFOLK COUNTY

*EASTERN SUFFOLK BOCES*

and the

BOCES EDUCATORS OF EASTERN  
SUFFOLK

July 1, 2002 - June 30, 2005

*Extended - 6/30/08*

**RECEIVED**

DEC 29 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

694



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – PREAMBLE .....	1
ARTICLE 2 – RECOGNITION .....	1
A. <u>Scope</u> .....	1
B. <u>Definitions</u> .....	2
ARTICLE 3 – NEGOTIATIONS PROCEDURES .....	2
A. <u>Frequency</u> .....	2
B. <u>Representation</u> .....	2
C. <u>Procedures</u> .....	3
ARTICLE 4 – COMPENSATION .....	3
A. <u>Salaries</u> .....	3
B. <u>Increments</u> .....	3
C. <u>In-service</u> .....	3
D. <u>Summer Work</u> .....	3
E. <u>Guidance Counselors</u> .....	3
F. <u>Continuation of Benefits</u> .....	4
G. <u>Professional Development Fund</u> .....	4
H. <u>Automobile Reimbursement</u> .....	4
I. <u>Pavroll Deductions</u> .....	4
(1) <u>Dues Deductions</u> .....	4
(2) <u>Agency Fee</u> .....	5
(3) <u>Vote Cope</u> .....	5
(4) <u>NYSUT Benefits Trust</u> .....	5
(5) <u>Direct Pavroll Net Deposit</u> .....	5
J. <u>Save Harmless</u> .....	5
K. <u>Personal Reimbursement</u> .....	6
ARTICLE 5 – INSURANCES .....	6
A. <u>Health Insurance</u> .....	6
(1) <u>Individual/Family Coverage</u> .....	6
(2) <u>Part-time Eligibility</u> .....	6
(3) <u>Retirees</u> .....	6
(4) <u>Waiver Option</u> .....	7

	(5) <u>Employee Contribution</u> .....	7
	(6) <u>Change in Plan</u> .....	7
B.	<u>Flexible Spending Account (FSA)</u> .....	7
	(1) <u>Account Description</u> .....	7
	(2) <u>Account Dissolution</u> .....	8
C.	<u>Life Insurance</u> .....	8
	(1) <u>Policy Description</u> .....	8
	(2) <u>Retirees</u> .....	8
	(3) <u>Part-time Eligibility</u> .....	8
D.	<u>Disability Insurance</u> .....	8
	(1) <u>Policy</u> .....	8
	(2) <u>Personal Injury</u> .....	8
	(3) <u>Incident Reports</u> .....	8
E.	<u>Dental Insurance</u> .....	9
	(1) <u>The Policy</u> .....	9
	(2) <u>Part-time Eligibility</u> .....	9
F.	<u>Legal Service Plan</u> .....	9
G.	<u>Tax-Sheltered Annuity</u> .....	9
 ARTICLE 6 – LEAVES .....		9
A.	<u>Employee Absence</u> .....	9
	(1) <u>Sick and Personal Leave Entitlement and Accrual</u> .....	9
	(2) <u>Pro-ration</u> .....	9
	(3) <u>Attendance Supervision</u> .....	9
B.	<u>Sick Leave</u> .....	10
	(1) <u>Physician's Note</u> .....	10
	(2) <u>Abuse</u> .....	10
	(3) <u>Sick Leave Sell Back Plan</u> .....	10
	(4) <u>Data</u> .....	10
	(5) <u>Sick Bank</u> .....	10
	(6) <u>Sick Leave Extension</u> .....	11
C.	<u>Personal Leave</u> .....	11
	(1) <u>Usage</u> .....	11
	(2) <u>Conversion of Accumulated Sick Leave</u> .....	11
D.	<u>Temporary Leaves of Absence with Pay</u> .....	11
	(1) <u>Types of Temporary Leaves</u> .....	11
	(2) <u>Notice Requirements</u> .....	12

	<u>Page</u>
E. <u>Extended Leaves of Absence Without Pay</u> .....	13
(1) <u>Types of Extended Leaves</u> .....	13
(2) <u>Return from Leaves</u> .....	13
(3) <u>Extension of Leaves</u> .....	13
F. <u>Workers' Compensation</u> .....	14
G. <u>Personal Injury Benefits</u> .....	14
H. <u>Retirement/Terminal Leave</u> .....	14
(1) <u>Application</u> .....	14
(2) <u>Eligibility</u> .....	14
(3) <u>Option I</u> .....	14
(4) <u>Option II</u> .....	15
 ARTICLE 7 – <u>TEACHING HOURS, WORK DAY AND WORK YEAR</u> .....	 15
A. <u>Compliance with Law</u> .....	15
B. <u>Vocational/Technical Education</u> .....	15
C. <u>Secondary Special Education and SOE</u> .....	16
D. <u>Itinerant Teachers</u> .....	16
E. <u>Non-teaching Duties</u> .....	16
F. <u>Daily Schedules</u> .....	16
G. <u>New Staff Orientation</u> .....	17
H. <u>Preparation Period</u> .....	17
I. <u>Staff Development</u> .....	17
 ARTICLE 8 – <u>TRANSFERS AND PROMOTIONS</u> .....	 17
A. <u>Voluntary Transfers</u> .....	17
(1) <u>Statement of Desire</u> .....	17
(2) <u>Notice</u> .....	18
(3) <u>Selection</u> .....	18
(4) <u>Tenured Teachers</u> .....	18
B. <u>Involuntary Transfers</u> .....	18
(1) <u>Notice</u> .....	18
(2) <u>Timing</u> .....	18
(3) <u>Conference</u> .....	19
(4) <u>Criteria</u> .....	19
(5) <u>Visitation</u> .....	19
(6) <u>Right to Return</u> .....	19
(7) <u>Probationary Teachers</u> .....	19
(8) <u>Tenured Teachers</u> .....	19

	<u>Page</u>
C. <u>Promotions</u> .....	20
(1) <u>Definition of Promotional Position</u> .....	20
(2) <u>Notice of Vacancies</u> .....	20
(3) <u>Application</u> .....	20
(4) <u>Selection Criteria</u> .....	21
(5) <u>Conference Concerning Denial</u> .....	21
(6) <u>Administrative Interns</u> .....	21
 ARTICLE 9 – EXCESSING AND RECALL .....	 21
A. <u>Excessing</u> .....	21
B. <u>Recall</u> .....	21
C. <u>Reduction in Alternative High School</u> .....	21
D. <u>Sick Leave - Excessing Pay</u> .....	21
 ARTICLE 10 – EVALUATION .....	 22
A. <u>Formal Evaluation</u> .....	22
B. <u>Review</u> .....	22
C. <u>Files</u> .....	22
D. <u>Forms</u> .....	22
E. <u>Probationary Teachers</u> .....	23
(1) <u>Formal Observations</u> .....	23
(2) <u>Tenure Recommendations</u> .....	23
F. <u>Tenured Teachers</u> .....	23
G. <u>Observations</u> .....	23
(1) <u>Timing</u> .....	23
(2) <u>Pre-observation Conferencing</u> .....	23
 ARTICLE 11 – PROFESSIONAL CONDITIONS .....	 23
A. <u>Assignments</u> .....	23
(1) <u>Teachers</u> .....	24
(2) <u>Coordinators</u> .....	24
B. <u>Requisitions</u> .....	24
C. <u>Professional Practices Committee</u> .....	24
D. <u>Non-reprisals</u> .....	24
 ARTICLE 12 – ASSOCIATION RIGHTS .....	 24
A. <u>Association Conferences/Conventions</u> .....	24

	<u>Page</u>
B. <u>Association Release Time</u> .....	25
(1) <u>Negotiations/Grievances</u> .....	25
(2) <u>Leave of Absence</u> .....	25
(3) <u>President Release Time</u> .....	25
C. <u>Board Minutes</u> .....	25
D. <u>Duplication of Agreement</u> .....	26
E. <u>Board Meetings</u> .....	26
F. <u>Board Agenda</u> .....	26
G. <u>Committees</u> .....	26
H. <u>Meetings with Administration</u> .....	26
ARTICLE 13 – GRIEVANCE AND ARBITRATION .....	27
A. <u>Purpose</u> .....	27
B. <u>Definitions</u> .....	27
C. <u>Procedures</u> .....	28
D. <u>Time Limits</u> .....	29
E. <u>Stages</u> .....	29
<u>Stage 1: Supervisor</u> .....	29
<u>Stage 2: Chief Executive Officer</u> .....	30
<u>Stage 3: Board of Cooperative Education Services</u> .....	30
<u>Stage 4: Advisory Arbitration</u> .....	31
ARTICLE 14 – PARTICULAR PROGRAMS AND POSITIONS .....	31
A. <u>Student Adjustment Services</u> .....	32
(1) <u>Nature of Program</u> .....	32
(2) <u>Professional Requirements</u> .....	32
(3) <u>Supervision</u> .....	32
(4) <u>Staff Meetings</u> .....	32
B. <u>Para Educators</u> .....	33
C. <u>Substitute Teachers</u> .....	33
D. <u>Adult Education Literacy Teachers - Full time, days, certified</u> .....	33
ARTICLE 15 – TEACHERS' FACILITIES .....	33
A. <u>Adequacy in General</u> .....	33
B. <u>Rest Rooms</u> .....	34
C. <u>Lounge and Lunchroom Area</u> .....	34



	<u>Page</u>
D. <u>Classrooms</u> .....	34
E. <u>Specialist Facilities</u> .....	34
ARTICLE 16 -- INDEMNIFICATION .....	35
ARTICLE 17 -- RESEARCH PROJECTS .....	35
ARTICLE 18 -- AGREEMENT CONSTITUTES BOARD POLICY .....	35
ARTICLE 19 -- SEVERABILITY .....	35
ARTICLE 20 -- LEGISLATIVE ACTION .....	36
ARTICLE 21 -- DURATION .....	36

June 10, 2002

## ARTICLE 1 – PREAMBLE

A. The Board of Cooperative Educational Services of the First Supervisory District of Suffolk County and the BOCES Educators of Eastern Suffolk do hereby agree to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employment Fair Employment Act), and to negotiate with respect to terms and conditions of employment.

B. This agreement is entered into by and between the Board of Cooperative Educational Services of the First Supervisory District of Suffolk County, hereinafter called "BOCES" or "BOCES First Supervisory District" and the BOCES Educators of Eastern Suffolk, hereinafter called the "Association."

C. The parties agree that the educational welfare of the children of the districts that we are serving is paramount in the operation of BOCES programs. The parties further agree that the development and fulfillment of educational programs of the highest quality require harmonious working relationships among the Board, administrative staff, and the teaching staff. The parties further agree to promote maximum utilization of the ability, experience, and judgment of all parties sharing responsibility for the quality of instruction in the First Supervisory District.<sup>1</sup>

## ARTICLE 2 – RECOGNITION

### A. Scope

(1) BOCES, having determined that the Association is supported by a majority of the Teachers in a unit composed of all professional personnel except the Chief Executive Officer and other administrative personnel, hereby recognizes the Association as the exclusive negotiating agent for the teachers in such unit. Such recognition shall be extended according to Taylor Law requirements.

(2) BOCES agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

---

<sup>1</sup>Shaded areas are extracted from Part Two of the former BOCES 2 contract and are not arbitrable. See Article 13, Section B.

June 10, 2002

**B. Definitions**

(1) "Teacher" for the purpose of this document and based upon eligibility requirements established by BOCES means classroom teacher and others on the teachers' salary schedule who do not have responsibility for rating the performance of teachers and shall include, but not necessarily be limited to: Classroom Teachers, Assigned Substitute Teachers, Remedial Teachers, Guidance Counselors, Speech and Hearing Teachers, School Psychologists, School Social Workers, Nurse Teachers, Special Subject Teachers, Teachers of the Blind, Full Time Certificated Day Program Adult Literacy Teachers, Teaching Assistants (formerly employed by BOCES I (pre 1993) and any teachers or specialists employed on a part-time basis.

(2) "Full-time" shall be interpreted to mean a full schedule at full annual salary.

(3) "Part-time" shall be interpreted as cases where a partial schedule is involved. Such part-time may be a partial schedule every day or a full schedule on certain days only. Part-time will be prorated for purposes of salary and benefits to which such teachers are entitled.

(4) "Tenured employee" shall be designated as a full-time employee having fulfilled the terms of his/her contract and position satisfactorily for a three year (or two) probationary period as stipulated in N.Y.S. Education Law (3012) and recommended for such status by the Executive Officer and approved by the Board.

**ARTICLE 3 – NEGOTIATIONS PROCEDURES**

A. Frequency. Each year the parties will enter into good faith negotiations over a successor agreement covering the following school year. When a multi-year agreement is in effect, good faith negotiations will occur in the year prior to the termination of the agreement then in effect.

B. Representation. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside BOCES. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their

June 10, 2002

representatives will be clothed with all necessary power and authority to make proposals, and reach compromises in the course of negotiations.

C. Procedures. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. Therefore, a committee shall be established called the "Professional Practices Committee." One of the functions of this committee will be to facilitate the implementation of this contract.

#### ARTICLE 4 – COMPENSATION

A. Salaries. In order to maintain a high standard of education in BOCES, BOCES agrees that an adequate salary schedule is necessary to attract and retain superior teachers. Accordingly, BOCES agrees to the following proposal: In each year of the contract, the base (BA Step 1) will be increased by the net average percentage increase of all BOCES First Supervisory District component high school districts settled by June 1st for the following school year.

B. Increments. All increments, horizontally and vertically, are expressed as .055 of the base.

C. In-service. BOCES in-service education courses shall be in addition to the six-hour limit of in-service.

D. Summer Work. Teachers employed during the summer in a professional capacity shall be compensated, using the prior year's schedule and prior year's step, at a per diem rate of 1/260th of the teacher's annual salary.

E. Guidance Counselors. If a Guidance Counselor is called to work either before the normal beginning date for teachers in September or beyond the ending date for teachers in June, the Counselor will be compensated at the rate of 1/200th of his/her annual salary for each day during this time period.

June 10, 2002

F. Continuation of Benefits. All other salary benefits now in effect are to be continued.

G. Professional Development Fund. There shall be established in each year of the agreement a fund in the amount of \$10,000 for Professional Development. The procedures and guidelines for distribution of the fund shall be mutually agreed upon.

H. Automobile Reimbursement

(1) The rate of reimbursement for use of personal automobile in carrying out the duties as a teacher of BOCES shall be set at the rate established by the Internal Revenue Service on July 1st of each year. The reimbursement rate shall be modified on July 1st of each year of the contract in accordance with the current Internal Revenue Service rate.

(2) Teachers will determine their daily deduct for the month by taking the round trip mileage from their home to their closest assignment of the month. Their reimbursement for each day shall then consist of their daily round trip door to door mileage less their daily deduct.

(3) If the teacher has a regular assignment outside BOCES First Supervisory District, then the teacher will be paid from either the main office at 201 Sunrise Highway, Patchogue, or the Westhampton Center, to the assignment, or from the teacher's home to the assignment, whichever is closer. This provision is not applicable if the assignment falls within a five mile buffer zone of Western Suffolk BOCES.

I. Payroll Deductions

(1) Dues Deductions

(a) After an employee has initially enrolled in the Association and affiliated organizations (and takes advantage of dues deduction), these deductions will be made automatically from year to year unless the individual notifies the Association and the personnel office at the beginning of a pay period within which dues are collected, that no deductions are to be made.

(b) Each of the Associations named on the Deduction Authorization Form (Appendix C) shall certify to BOCES in writing the current rate of its membership

June 10, 2002

dues. Any Association which shall change the rate of its membership dues shall give BOCES thirty (30) days notice prior to the effective date of such change.

(c) Membership dues deductions will start during the second pay period in October and continue for eight (8) pay periods.

(2) Agency Fee. Effective the second pay period in October, BOCES shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the Association, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Association certifies that it has adopted such procedure for the refund of agency shop fee deductions as required in Section Three 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 Association maintains such procedure.

(3) Vote Cope. BOCES will make available the opportunity for teachers completing an election form to contribute to VOTE/COPE by means of payroll deduction. The payroll deduction will be a one time deduction to take place during the Spring of the year at the discretion of BOCES. Funds will be deducted from teachers' paychecks if they have filed the appropriate form authorizing the deduction.

(4) NYSUT Benefits Trust. BOCES agrees to provide all teachers the opportunity to participate in the NYSUT Benefit Trust program through payroll deductions.

(5) Direct Payroll Net Deposit. The option to have the electronic deposit of the employees total net biweekly payroll into an account of a participating bank will be provided. There shall be one opportunity to "opt in" and one opportunity to "opt out" of the program in each school year.

J. Save Harmless. BOCES agrees to save teachers harmless from any financial loss where teachers are required to handle BOCES money, provided that it can be proved that the loss was not due to the teacher's negligence.

June 10, 2002

**K. Personal Reimbursement**

(1) BOCES will give reasonable reimbursement to teachers for any clothing or other personal property damaged or destroyed by the actions of student and/or parent and not due to the teacher's negligence. The maximum amount shall be \$200 per teacher per incident.

(2) BOCES will give reasonable reimbursement to a teacher for the cost of medical, surgical, dental, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of employment, provided the teacher is not at fault. BOCES will review each individual situation before determining any action regarding reimbursement. The maximum reimbursement shall be \$5,000.

**ARTICLE 5 -- INSURANCES**

BOCES shall provide the following insurance for each teacher at BOCES' full expense unless otherwise indicated:

**A. Health Insurance**

(1) Individual/Family Coverage. Health Insurance as currently available to teachers, either individual or family coverage, whichever applies in the particular case.

(2) Part-time Eligibility. Part-time teachers hired after 7/1/88 must work at least 0.4 F.T.E. to be eligible for health insurance coverage at BOCES expense. Teachers working less than 0.4 F.T.E. may purchase health insurance at their cost at the group rate by payroll deduction.

(3) Retirees

(a) BOCES will provide each retiree who has served a minimum of five years with BOCES, with an individual contract assuring them that BOCES will maintain their health insurance coverage (family or individual), and the total cost of the premium is to be paid by BOCES. Such agreement will be in effect for the life of the retiree. The health insurance plan to be offered to retirees will be the same plan as the one offered

June 10, 2002

to active employees. A retiree will be defined as a member of the bargaining unit who leaves BOCES' service and retires under the terms of the New York State Teachers' Retirement System. See Appendix D.

(b) All employees hired after January 1, 1995 must have ten years of service with BOCES First Supervisory District to be eligible for fully paid health insurance into retirement.

(4) Waiver Option. An option to waive health insurance coverage will be offered to all teachers 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 of the Empire Plan in effect on July 1st of the year in which the insurance is waived. Said compensation shall be added to the employees' annual salary and distributed equally over all pay periods. The election option will be presented on an annual basis pursuant to I.R.S. guidelines.

(5) Employee Contribution. Employees hired after January 1, 1995 who participate in a family health insurance plan shall pay five (5%) percent of the Empire Plan family premium towards the cost of their health insurance plan, regardless of the family plan in which they participate.

(6) Change in Plan

(a) All existing health plans shall remain in effect, including the East End Health Plan.

(b) Agency may change carrier provided there will be no diminution of benefits. Any change shall be by mutual agreement.

B. Flexible Spending Account (FSA)

(1) Account Description. A Flexible Spending Account (FSA) for health, dependent care and/or insurance premiums will be available for each member of the bargaining unit in accordance with the language incorporated in the Internal Revenue Service Regulations. The FSA account will be administered by an agency contracted by BOCES. The cost of the administration will be borne by BOCES.



June 10, 2002

(2) Account Dissolution. The beginning date for the FSA will be January 1, 1992, and BOCES will guarantee its continuation pursuant to I.R.S. Regulations. Details of the administration of the FSA will be determined jointly in consultation with the plan administrator. Appendix E.

C. Life Insurance

(1) Policy Description. A group term life insurance policy will be provided by BOCES in the amount of \$50,000 or contract salary, whichever is higher. With approval of the insurance company, teachers will have the option to purchase additional life insurance up to a maximum of \$50,000 at the group rate.

(2) Retirees. Subject to approval of the insurance carrier, teachers who retire shall be permitted to purchase group life insurance and the supplemental life insurance by paying the applicable premium (group rate).

(3) Part-time Eligibility. With the approval of the insurance carrier, part-time teachers shall have the option to purchase life insurance, at their own cost, by payroll deduction.

D. Disability Insurance

(1) Policy. A disability insurance policy will be provided by BOCES for all full-time teaching staff which will compensate the disabled teacher 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 90 days following disability until the age the teacher qualifies for retirement. Some exceptions may present themselves for certain types of illnesses such as psychological disorders as determined by the policy.

(2) Personal Injury. A teacher who is injured as a result of actions by BOCES students or BOCES parents, while performing his/her duties, 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 subject to the development of procedures to manage usage and joint committee review.

(3) Incident Reports. Incident reports will be forwarded to BOCES and BOCES will comply with any reasonable request from the teacher for information in its

June 10, 2002

possession relating to the incident or the persons involved, and will act in appropriate ways of liaison between the teacher, the police, and the courts.

E. Dental Insurance

(1) The Policy. Coverage is to include only the employee of BOCES First Supervisory District. BOCES will allow for dependent coverage for all teachers. The cost of this dependent dental coverage will be shared equally by BOCES and the teachers who enter the plan, assuming that the necessary participation on the part of the employees is accepted by the insurance underwriters.

(2) Part-time Eligibility. With the approval of the insurance carrier, part-time teachers shall have the option to purchase individual or family coverage at their own cost by payroll deduction.

F. Legal Service Plan. BOCES agrees to provide each teacher with membership in the NYSUT Legal Service Plan or a comparable plan.

G. Tax-Sheltered Annuity. BOCES shall provide the opportunity for teachers to contribute to a tax sheltered annuity (403b) by payroll deduction.

## ARTICLE 6 -- LEAVES

A. Employee Absence

(1) Sick and Personal Leave Entitlement and Accrual. All teaching staff will be provided annually with 15 sick days and 5 personal days, which if unused, may accumulate to 200 days.

(2) Pro-ration. Sick leave will be prorated on a year-to-year basis for part-time employees as per Article II, Section B(3).

(3) Attendance Supervision. The principal (or immediate supervisor) is responsible for supervising teachers' attendance, and may discuss attendance with any teacher. If the principal has reasonable cause to suspect an abuse of the leaves provided in this section, he/she shall arrange a meeting with the teacher to gather information regarding

June 10, 2002

such absence. Advance notice of such meeting must be sent to the teacher, the Executive Director of Human Resources, and the Association President. The written notice shall not be placed in the personnel file.

B. Sick Leave

(1) Physician's Note

(a) In cases 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 of Human Resources to require a physician's note indicating the illness and the need for home confinement. Failure to obtain the physician's note when directed may mean the loss of 1/200th of annual salary for each day beyond the two days.

(b) Absences the day prior to, or the day following a long weekend or vacation period, may result in the loss of 1/200th of annual salary for each day indicated above unless a physician's note is produced indicating the illness and the need for confinement.

(2) Abuse. If the Executive Officer has reasonable cause to believe that there is an abuse of sick leave policy, he/she may require the Executive Director of Human Resources to establish an informal conference with the member who may have abused said policy for the purpose of gathering information and presenting same to the director in charge.

(3) Sick Leave Sell Back Plan. A teacher with a total sick leave accumulation of 90 days or more may sell back up to 15 unused sick days from the current year's entitlement at \$110 per day. Written notice of the intent to sell back such days must be provided to the Office of Human Resources by May 1 of each year. The teacher waives claim for use of any days "sold back." Days which may bring the teacher's accumulation below 90 are not eligible for the sell back plan.

(4) Data. BOCES will provide the Association with semiannual reports of sick leave data, or more frequently if data is computerized.

(5) Sick Bank. A sick leave bank will be made available to all employees pursuant to guidelines in Appendix F.

June 10, 2002

(6) Sick Leave Extension. Upon exhaustion of sick leave, the staff member may request the Executive Officer, with Board approval, to extend sick leave.

C. Personal Leave

(1) Usage. Of the five (5) personal days provided, three (3) such leave days must receive prior approval of the Principal following submission of an acceptable reason. Mutually agreeable guidelines for acceptable reasons will be used. Two (2) such leave days are for personal usage and require no approval. A minimum of twenty-four (24) hours notice must be given prior to taking any personal day, except in cases of emergency where advance notice cannot be given. Unused personal days will be converted to sick leave for accumulation.

(2) Conversion of Accumulated Sick Leave. A teacher who experiences serious illness of a member of the family 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 application, the employee must have exhausted the current supply of personal days.

D. Temporary Leaves of Absence with Pay

(1) Types of Temporary Leaves. Teachers will be entitled to the following temporary leaves of absence with pay each school year:

(a) Conferences/Meetings/School Visitations. With due regard for 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.

(b) Child Communicable Disease. Absence because of childhood communicable disease traceable to contact made in school.

(c) Bereavement/Critical Illness. Up to five (5) days at any one time in the event of death or critical illness as determined by a physician's verification of a teacher's spouse, child, or parent, or close relative residing in the teacher's domicile, and up to three (3) days in the event of death of close relatives. A close relative is defined as a

June 10, 2002

brother, sister, aunt, uncle, grandfather, grandmother, niece, nephew, mother-in-law, father-in-law, sister-in-law or brother-in-law if their death requires the teacher's presence at the funeral. In the event of serious illness of such relatives or the need for extended time in the case of death, this temporary leave may be extended without pay upon approval of the Executive Officer.

(d) Military

(i) Up to thirty (30) school days per school year for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard provided such obligation cannot be fulfilled on days when school is not in session. Leave for this duty does not constitute an interruption of continuous employment and a teacher is not subjected to any loss of service time, increment, vacation or holiday privileges or any other right or privilege for reason of such absence.

(ii) A leave of absence granted to BOCES employees participating in a Military Reserve Unit and assigned to active duty will be with pay for a period not exceeding thirty (30) calendar days in any one calendar year and in any one continuous period of such absence in accordance with Section 242 (5) of the New York State Military Law.

(e) Jury Duty. Personnel who are called for jury duty will be paid in full by BOCES during the period for this jury service. Any compensation for jury service must be turned over to BOCES, unless the teachers are not reimbursed in full for travel expenses and other necessary expenses. Expenses in excess of the Court reimbursement for jury duty may be retained from jury duty pay and the balance that is left, if any, paid to BOCES. Jury service will not be charged against any approvable sick leave allowance.

(f) Legal Appearances. Time necessary for appearances in any legal proceedings connected with the teacher's employment or with the school system.

(2) Notice Requirements. Notice of leaves taken pursuant to any of the provisions of this section shall be given to the program director or the personnel office as soon as the dates of absence are known.

June 10, 2002

E. Extended Leaves of Absence Without Pay

(1) Types of Extended Leaves

(a) Military. Military Leave will be granted to any teacher who is inducted or is called on Reserve Duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher will be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of his/her absence up to a maximum of four (4) years.

(b) Child Bearing/Rearing/Adoption. A teacher will be granted, upon written request, a child bearing/rearing/adoption leave of up to two (2) years, in addition to any sick days used as a result of medical incapacity. Requests for such leave shall be made at least 60 calendar days before the commencement of the leave. Teachers shall return to work from such leave only at the beginning of a semester. Information concerning these leaves shall be made available upon request to the Office of Human Resources.

(c) Personal. A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons. Additional leave may be granted at the discretion of the BOCES.

(d) Public Office. BOCES will grant a leave of absence without pay or increment to any teacher to campaign for or serve in public office. The minimum leave will be one school year and a maximum of two years.

(e) Other. Other leaves of absence without pay may be granted by the Board.

(2) Return from Leaves. All benefits to which a teacher was entitled at the time a leave of absence commenced, including unused accumulated sick leave, will be restored upon return. The teacher will be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

(3) Extension of Leaves. All requests for extensions or renewals of leaves must be applied for in writing. BOCES will grant or deny such requests in writing.

June 10, 2002

F. Workers' Compensation. BOCES will deduct one day sick leave for each two days of absence due to a Worker's Compensation claim. Upon exhaustion of cumulative sick leave days, the teacher will apply for the disability insurance provided by BOCES and all salary payments will cease from BOCES. Upon exhaustion of sick leave, the staff member may request the Executive Officer, with Board approval, to extend sick leave, or make application to the sick leave bank.

G. Personal Injury Benefits. Full-time teachers covered by the disability insurance clause (Article 5, Section D) shall use accumulated sick leave to cover the 90 calendar day waiting period. If accumulated sick leave is insufficient, BOCES will hold the teacher harmless from salary loss during this period.

H. Retirement/Terminal Leave

(1) Application. Requests for terminal leave must be submitted to the Executive Officer no later than December 1st of the school year preceding the year of the leave. 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.

(2) Eligibility. The staff member must be eligible to receive benefits from the New York State Teachers' Retirement System. Teachers employed prior to February 1, 1980 may elect either Option I or Option II. The option must be selected at the time the letter announcing the retirement is submitted. The retirement must be effective within five years of first eligibility. All others are eligible for Option II only.

(3) Option I.

(a) The benefit under Option I will be calculated as 110% of the accumulated sick leave up to 150 days, which will result in a maximum of 165 days of retirement leave. If the teacher retires effective the end of a school year, the salary rate will be that which the teacher earned during his/her last year. If the staff member elects to receive payment for terminal leave over an extended period of time, and the leave period extends into a new contract year, the provisions of this contract apply.

(b) 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

June 10, 2002

number of staff requesting such payment and the amount budgeted for that specific year. Teachers who elect a lump sum payment will be considered to have resigned and shall not be eligible for any benefits except those which may continue into retirement. If the teacher retires at the end of a school year and elects the lump sum payment, the salary rate will be that of the year of retirement.

(c) All benefits extended to a professional employee are extended to the member on terminal leave with the following exception: If the teacher has less than 20 sick days accumulated, he or she will not be awarded more sick days for the new school year in which the terminal leave applies. Those with 20 or more sick days will be awarded the new year's allotment.

(4) Option II

(a) Option II will compensate teachers upon qualification for retirement and actual retirement from the New York State Teachers Retirement System according to the following formula: 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. If Option II is elected, the payment method will be either: 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 method will be at the discretion of BOCES as determined by fiscal constraints.

**ARTICLE 7 – TEACHING HOURS, WORK DAY AND WORK YEAR**

A. Compliance with Law. To insure a high degree of skill attainment for the student and a high level of competency for the teacher, all teachers' hours shall be consistent with State Education Department requirements.

B. Vocational/Technical Education. Time between vocational shop classes shall be duty free.



June 10, 2002

C. Secondary Special Education and SOE.

(1) Teachers shall not be required to report to work earlier than 5 minutes prior to session time nor remain more than 5 minutes after session dismissal. However, in no event shall the teacher day exceed 6 hours 30 minutes.

(2) Should the Board of Regents issue a statewide ruling requiring an increased or decreased student day, the parties will attempt to negotiate a change in the agreed to work day. Should the parties be unable to reach accord within 28 days, the issue may be submitted by either party to an advisory arbitrator selected pursuant to the rules of the AAA.

(3) For secondary Special Education and SOE personnel, there shall be an additional Superintendent's Conference Day in each of the three years of this agreement. The day shall be scheduled prior to November 1 of each year.

D. Itinerant Teachers. Itinerant teachers shall not be required to provide services to more than three facilities within the course of any school day (unless this provision would result in less than a full-time position).

E. Non-teaching Duties

(1) When it is found necessary to use teachers for non-teaching duties to protect pupil health and safety, supervise the lunchrooms, playgrounds, and bus arrivals and departures, these duties will be equitably distributed throughout the week among the BOCES teaching staff.

(2) BOCES will make every effort possible to see that the teacher on bus duty shall be expected to be on duty no longer than 15 minutes before the start of classes nor more than 15 minutes after dismissal.

F. Daily Schedules. Daily schedules, including times, will be available from the Director's office prior to the first day of classes for the new school year except under circumstances beyond the control of BOCES.

June 10, 2002

G. New Staff Orientation. All new staff members will receive a one-day unsalaried orientation session prior to the official opening of school. Teacher Association representatives will be allotted time at the sessions.

H. Preparation Period. Wherever possible, a daily preparation period shall be provided for all professional teaching personnel. However, all professional teaching personnel are guaranteed a minimum of four (4) preparation periods weekly. These periods shall each be on different days of the week.

I. Staff Development.

(1) Commencing with the 2002-2003 school year, each unit member shall participate in 15 hours of staff development activities per school year offered pursuant to this Section. Such activities shall be collaboratively designed by the building/site and/or Elementary or Secondary Shared Decision-Making Committees and submitted for approval to the Associate Superintendent for Educational Services or her/his designee. These 15 hours shall be in addition to faculty meetings.

(2) Each participating unit member shall receive one in-service credit for each 15 hours of approved staff development completed pursuant to subsection (1) above. Unit members who have already achieved the MA75 column on the academic schedule, or the Perm +15 or the VB 30 column on the vocational schedule, shall receive a stipend of \$300 upon completion of the 15 hours. Teacher Assistant members who have achieved HS +105 on Schedule A or HS +90 on Schedule B shall receive a stipend of \$300 upon completion of the 15 hours. Unit members who will be eligible to retire during the life of this agreement (i.e., by June 30, 2005) may choose either the in-service credit or the \$300 stipend.

## ARTICLE 8 – TRANSFERS AND PROMOTIONS

A. Voluntary Transfers

(1) Statement of Desire. Teachers who desire a change in grade and/or subject assignment, or who desire to transfer to another facility, shall file a written statement of such desire with the appropriate Director not later than April 1. Such statement shall

June 10, 2002

include the grade or subject area(s) and the school or schools to which the teacher desires to be transferred, in order of preference.

(2) Notice

(a) No later than December 1 of each school year, the Executive Director of Human Resources shall include in a monthly bulletin a list of anticipated vacancies which will occur for the following school year insofar as is possible.

(b) No later than April 1 of each school year, the Executive Director of Human Resources shall include in a personnel bulletin a supplemental list of vacancies which will occur during the following school year.

(3) Selection. Every teacher seeking a new assignment will be advised or told of the filling of the vacancy within 1 week after the same is filled. Seniority will be one of the prime considerations in selecting the applicant.

(4) Tenured Teachers.

(a) In the event that a tenured teacher transfers to another area where a new probationary period is required, the teacher does not lose tenure in the area where the teacher had previously obtained tenure.

(b) If for any reason employment in this new area is terminated, the teacher shall be entitled to be placed on a preferred eligibility list and to be reappointed on tenure in the last area where he/she acquired tenure as soon as a vacancy occurs in that area, in accordance with the teacher's position on the preferred eligibility list for a period of seven (7) years, if there is more than one person on the list.

B. Involuntary Transfers

(1) Notice. Notice of involuntary transfer or assignment shall be given to teachers as soon as practicable and, under normal circumstances, no later than May 1.

(2) Timing. When the need for involuntary transfer or reassignment is known during the school year, volunteers from among those meeting qualifications of the position will be transferred or reassigned first whenever feasible.

June 10, 2002

(3) Conference. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the appropriate Director at which time the teacher will be notified of the reasons therefor. In the event that a teacher objects to the transfer or reassignment at this meeting, the Association will be notified by the teacher.

(4) Criteria

(a) The criteria for voluntary and involuntary transfers shall be seniority and ability. The ability factor is to be decided by the administration. However, the Association has the right to challenge the ability decision and, if it does, must prove that the more senior teacher is as capable as the less senior teacher selected for the voluntary transfer. In the case of an involuntary transfer, the Association must prove that the less senior teacher is as capable as the more senior teacher involuntarily transferred.

(b) If challenged by the Association, transfers across former BOCES 1 and 2 boundaries require that the Administration offer proof of ability as a necessary factor for the transfer.

(5) Visitation. To the extent that it does not interfere with the educational program, teachers who are being reassigned involuntarily will be given adequate time off for the purpose of visiting schools at which such openings exist.

(6) Right to Return. In the event that a teacher is involuntarily transferred and wishes to return to his/her previous assignment, every effort will be made to accommodate this request if there is such a vacancy.

(7) Probationary Teachers. In the case of involuntary transfer, if the teacher returns to his/her original area of appointment, the probationary period previously served in that area will be credited as part of the probationary period required, prior to a recommendation for tenure.

(8) Tenured Teachers. When a tenured teacher assumes a position in a new tenure area, the teacher begins a new probationary period in the new area. The teacher does not, however, lose the tenure acquired in the area where the teacher was employed prior to the transfer. If, for any reason, employment in the new area is terminated, the teacher is entitled to be placed on a preferred eligible list and to be reappointed on tenure in the area

June 10, 2002

in which the teacher originally obtained tenure as soon as a vacancy in that area occurs. Such a preferred list expires in seven (7) years.

C. Promotions

(1) Definition of Promotional Position. Positions paying a salary differential and/or positions on an administrator-supervisory level, including but not limited to positions as director, supervisor, program leader, coordinator and/or guidance counselor.

(2) Notice of Vacancies

(a) Notice of all vacancies in promotional positions shall be mailed to every BOCES teacher clearly setting forth a description of and the qualifications for the position, including the duties and salary.

(b) When school is in session, such notice shall be mailed as far in advance as practicable, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date.

(3) Application.

(a) Teachers who desire to apply for such vacancies shall submit their applications in writing to the appropriate administrator within the time limit specified in the notice.

(b) Teachers who desire to apply for a promotional position which may be filled during the summer vacation period shall submit their names to the appropriate administrator, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The administration shall notify such teachers of any vacancy in a position for which they desire to apply, and such notification shall set forth a description of and the qualifications for the position, including the duties and salary. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when application must be submitted and in no event less than fourteen (14) days before such date.

June 10, 2002

(4) Selection Criteria. All appointments to the aforesaid vacancies and openings shall be based on qualification, experience, and seniority, and prime consideration will be given to BOCES First Supervisory District employees meeting the educational and/or the experimental qualifications for the position.

(5) Conference Concerning Denial. Each applicant for such a position who is not selected will receive an oral explanation if requested from the appropriate administrator as to why the teacher did not receive the promotion.

(6) Administrative Interns. Promotional positions will not be filled by Administrative Interns who are full or part-time students at an institution of higher learning. Prior consideration will be given to BOCES First Supervisory District personnel for internship positions as they become available. Administrative Interns will not be engaged in teacher evaluation or be responsible for teacher performance.

## ARTICLE 9 – EXCESSING AND RECALL

A. Excessing. In the event of a reduction in staff, separated personnel will receive assistance in their search for other positions.

B. Recall. In the event of a reduction in staff, BOCES will institute a recall procedure in the reverse order of the reduction in staff when an opening exists in that particular tenure area. The recall procedure will be pursuant to the provision of the New York State Education Law. A certified letter will be sent to the last known address and the teacher must report within thirty (30) days.

C. Reduction in Alternative High School. In the event of reduction of staff affecting part-time teachers assigned to the Alternative High School, length of continuous service in the program and the amount of full-time equivalent assignment during such service will give the teacher preferential status over those with less service. Such preference will affect excessing decisions only if the teacher retained is properly certified and following a performance review judged to be equally or better qualified to retain a position than those designated to be excessed or reduced in assignment.

D. Sick Leave - Excessing Pay. In a situation where a staff member is excessed due to the abolition of a position and no other position is available, a maximum of 60 days

June 10, 2002

of sick leave that the teacher has accumulated may be used for eligible paid leave. Upon completion of the 60 day maximum, the staff member's compensation will be eliminated. In instances where the staff member has accumulated less than 60 sick days, the total number of accumulated days will be used. When the individual secures employment, payments stop.

## **ARTICLE 10 – EVALUATION**

The following policy shall govern all teacher observations and evaluations:

A. Formal Evaluation. Teachers 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 teacher's files or otherwise acted upon without a prior conference with the teacher. The teacher will acknowledge that he or she had the opportunity to review such material by signing the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The teacher will also have the right to submit a written answer to such materials and said answer shall be reviewed by the appropriate administrator and attached to the file copy.

B. Review. A teacher may have an evaluation reviewed by the next level of supervision.

C. Files

(1) All professional performance files and their locations will be made known to the teachers involved. Teachers will have the right, upon request, to review the contents of their professional performance files and to make copies of any documents in it. A teacher will be entitled to have a representative of the Association accompany the teacher during such review.

(2) No material derogatory to a teacher's character or personality will be placed in their confidential personal file. This section shall not be interpreted to preclude the filing of evaluation forms.

D. Forms. All evaluation forms will be developed in concert with the Association and the administration.

June 10, 2002

E. Probationary Teachers.

(1) Formal Observations. Probationary teachers may be formally observed no more than five (5) times per year. This in no way precludes the evaluator's informally observing and giving constructive guidance and help to the new teacher if the supervisor and/or administration deem it necessary.

(2) Tenure Recommendations. Probationary teachers who will not be recommended for tenure must be informed by the Executive Officer sixty (60) days prior to the completion of the probationary period.

F. Tenured Teachers. Once the Board has evidenced its confidence in the teacher by granting tenure, the teacher may be formally observed no more than three (3) times per year unless the supervisor and/or administration deem it necessary.

G. Observations.

(1) Timing. Observations will take place through the end of the month of May. Administrators should meet with the teacher regarding the observation within five working days and the teacher should respond to that process by signing the observation form within five working days after the meeting. The evaluation form at the end of the year will be reviewed with each staff member within the first two working weeks of June. Exceptions to this will be reviewed between the president of the union and management. For example, a meeting with an itinerant teacher may require more than five working days to schedule or the signature and response of an individual teacher may take longer than five working days to input to the supervisor.

(2) Pre-observation Conferencing. Principals may utilize Pre-observation conferencing. Informal meetings may be used.



June 10, 2002

## ARTICLE 11 – PROFESSIONAL CONDITIONS

### A. Assignments

(1) Teachers. In each instance, except in cases of emergency where an assignment must be changed, teachers will be notified of their teaching position and facility by April 1. In instances where this cannot be done, the teacher will be notified accordingly.

(2) Coordinators. An area coordinator will be assigned whenever there are a minimum of three (3) classes at one particular facility. They will be compensated at the rate of \$125 for each class from three (3) to eight (8) and \$1,000 for classes in excess of eight (8). In centers of less than three (3) classes, the Director may solicit unpaid volunteers.

B. Requisitions. A teacher will be informed of any planned deletions from requisitions by the immediate supervisor so that the teacher can have the opportunity to discuss these planned deletions with the appropriate administrator and/or supervisory personnel as to the needs for such supplies and their projected use.

C. Professional Practices Committee. There shall be established a Board Professional Practices Committee. It shall be the purpose of said committee to provide a systematic and continuing opportunity throughout the school year wherein the representatives of the Association together with the designated administrators, may jointly study and discuss matters pertaining to existing and/or needed policies, administrative regulations, procedures and guidelines, contract implementation and, when deemed advisable by the Committee, to recommend to the Executive Officer appropriate revisions or additions to personnel policies.

D. Non-reprisals. There will be no reprisals of any kind taken against any teacher by reason of membership in the Association or participation in its activities.

## ARTICLE 12 – ASSOCIATION RIGHTS

A. Association Conferences/Conventions. Time necessary for Association representatives to attend New York State United Teachers and/or American Federation of Teachers conferences and conventions upon notification to the Executive Officer. Release

June 10, 2002

time for additional meetings will be granted upon the approval of the Executive Officer. Expenses will be paid by the Association.

**B. Association Release Time.**

(1) Negotiations/Grievances. If negotiation meetings between BOCES and Association are scheduled during a school day, the representative of the Association will be relieved from all regular duties without loss of pay as necessary in order to permit their participation in such meetings. When it is necessary, pursuant to Article 13 for an Area Vice President, member of the Grievance Committee or other representative designated by the Association to investigate a grievance or attend a meeting or hearing related to negotiations or a grievance during the school day, the teacher will, upon notice to his/her administrative superior, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

(2) Leave of Absence. BOCES agrees that one (1) teacher designated by the Association will, upon request, be granted a leave of absence for up to two (2) years, without pay, for the purpose of engaging in Association (local, state, or national) activities. Upon return, the teacher will advance to the next salary step above that step at which the teacher was functioning at the time of the request for leave.

(3) President Release Time.

(a) The Association President shall receive fifteen days per year over his/her current allotment to be used at his/her discretion. When using these days, payment for substitutes for the Association President for these fifteen days shall be deducted from the Professional Development Fund. If the President of Association requires more than the stipulated amount of released time in order to conduct Association business, the time may be granted by the Executive Officer at his discretion. The Association President shall also be provided with two teaching assistants each year, to maintain continuity of instruction for the periods of time he/she must be absent from class.

(b) The Association reserves the right to request free time for Association officers to perform duties which could include travel between BOCES First Supervisory District facilities.

June 10, 2002

C. Board Minutes. The Association President will be provided with a copy of the official minutes of the Board meetings at the same time that they are received by the Board.

D. Duplication of Agreement. Copies of this Agreement will be duplicated at BOCES' expense and a copy given to each teacher now employed or hereafter employed by BOCES First Supervisory District.

E. Board Meetings. There shall be two (2) seats reserved, when necessary, for the teacher or teacher's observation and/or presentation, for the Association at all Board meetings, and the Association President shall receive an agenda of the meeting at the same time it is received by Board members.

F. Board Agenda

(1) The Association, as the exclusive representative of the teachers, shall be given, upon seven (7) days notice by the Association, an early place on the agenda of all regular meetings of the Board.

(2) The Association shall be given a place on the agenda and participate in September's general meeting. The time allotted for the general and Teachers Association meeting shall be mutually agreed upon prior to said meeting.

G. Committees. Teachers serving on committees dealing with terms and conditions of employment shall be designated by the Association.

H. Meetings with Administration. The Area Vice-President shall meet at least twice a semester with the administrative representatives of that area, or at either's request to discuss school operation and questions relating to the implementation of this contract. The assistant area representative may be present and might, if the necessity arises, "stand in" for the area representative. Proposed changes in existing policies and procedures and new policies and procedures for each area shall be appropriate subjects for discussion at such meetings, it being understood that such policies adopted or maintained by any administrative representative shall not be inconsistent with the terms of the contract. All discussion actions taken or differences of opinion may be referred for review by the Professional Practices Committee.

June 10, 2002

## ARTICLE 13 – GRIEVANCE AND ARBITRATION

A. Purpose. WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between BOCES and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances free from coercion, interference, restraint, discrimination or reprisal, and by which BOCES and its teachers are afforded adequate opportunity to dispose of their differences before administrative agencies and/or in the courts.

### B. Definitions

(1) An "arbitrable grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning unless the dispute relates to a provision that is shaded in the text.

(2) A "non-arbitrable grievance" is a claim based upon an event or condition which affects the welfare and/or the condition of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the shaded provisions of this Agreement.

(3) The term Supervisor shall mean any department chairperson, center administrator, assistant center administrator, administrator and/or program leader, immediate superiors, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.

(4) The Chief Officer is the Executive Officer of the Board of Cooperative Educational Services, First Supervisory District.

(5) Association shall mean the BOCES Educators of Eastern Suffolk.

(6) Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.

(7) Party in Interest shall mean the Association and any party in a grievance who is not the aggrieved party.

June 10, 2002

(8) Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage of grievances hereunder.

C. Procedures

(1) All grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement, involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(2) Except for informal decisions at Stage 1A, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the teacher and the Association.

(3) If a grievance affects a group of teachers, it may be submitted by the Association directly at Stage 2 described below.

(4) No reprisal of any kind will be taken by the Board or by any member of the Administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievance or participation.

(5) Forms for filing grievances, serving notices, taking appeals and making reports and recommendations, and other necessary documents will be jointly developed by BOCES and the Association. The Executive Officer shall then have them printed and distributed. The forms will be available from the area representative or at the Office of Human Resources.

(6) All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(7) Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of

June 10, 2002

the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

D. Time Limits

(1) The time limits specified for either party may be extended only by mutual agreement.

(2) No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.

(3) If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

(4) Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

(5) In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

E. Stages

Stage 1: Supervisor

(a) A teacher having a grievance will discuss it with the appropriate supervisor, either directly or through a representative, with the objective of resolving the

June 10, 2002

matter informally. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

(b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teacher, his representative and the Association.

### Stage 2: Chief Executive Officer

(a) If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1, the teacher will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the teacher has received such a written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

(b) Within five (5) school days after the receipt of the appeal, the Chief Executive Officer, or a duly authorized representative, shall hold a hearing with the teacher and the Association or its representatives and other parties in interest.

(c) The Chief Executive Officer, or a duly authorized representative, shall render a decision in writing to the teacher and the Association representatives within five (5) school days after the conclusion of the hearing.

### Stage 3: Board of Cooperative Education Services

(a) If the teacher is not satisfied with the decision at Stage 2, the teacher and/or the Association will file an appeal, in writing, with the Board within fifteen (15) school days after receiving the decision at Stage 2.

(b) Within fifteen (15) school days after receipt of an appeal, the Board shall hold a hearing on the grievance. The hearing shall be conducted in executive session.

(c) Within five (5) school days after the conclusion of the hearing the Board shall render a decision, in writing, on the grievance.

June 10, 2002

Stage 4: Advisory Arbitration

(a) In the event the Association is not satisfied with the response to an arbitrable grievance, it may, within fifteen (15) days after receiving that statement, refer the grievance to arbitration by the American Arbitration Association. A copy of such request shall be forwarded to the Executive Officer.

(b) The parties shall select an arbitrator pursuant to the procedures of the American Arbitration Association.

(c) The arbitrator's decision will be in writing and will set forth the findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be advisory. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement.

(d) In cases where the Executive Officer does not recommend the acceptance of the advisory arbitration award by BOCES, the President of the Association shall have the right to make a presentation to the Board regarding the award at the same session the Administration makes its presentation and before the Board makes its final decision.

(e) The cost for the services of the arbitrator will be borne equally by BOCES and the Association.

(f) The election to submit an arbitrable grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available.

(g) By mutual agreement of BOCES and the Association more than one grievance may be submitted to the same arbitrator.



June 10, 2002

## ARTICLE 14 -- PARTICULAR PROGRAMS AND POSITIONS

### A. Student Adjustment Services

#### (1) Nature of Program.

(a) The Student Adjustment Services of SAS is a service offered by BOCES to individual school districts and to the Special Education classes under the auspices of BOCES itself.

(b) SAS operates according to the guidelines stipulated in a manual specifying services, purpose, philosophy, concepts, procedures, roles and responsibilities of SAS and its members.

#### (2) Professional Requirements

(a) The professions making up SAS are Psychiatry, Psychology, and Psychiatric Social Worker.

(b) The individuals employed in each of the professions are Psychiatrists, School Psychologists, and Psychiatric Social Workers. They all meet the minimum professional requirements established by the Department of Education of the State of New York.

(3) Supervision. SAS has a professional director in the person of a psychiatrist and an administrative director in the person of an Assistant Superintendent to the Executive Officer.

#### (4) Staff Meetings

(a) SAS staff members shall meet six (6) afternoons during each school year to discuss various aspects of their functions in the schools. These meetings will be cleared by the administrative director of SAS.

(b) In Special Education programs where staffing meetings are required, sufficient time will be scheduled for such meetings so that teachers and SAS team can, without interruption, completely discuss and review each child within the program.

June 10, 2002

during the course of the school year. Development of plans for these staffing meetings will be given attention in the Professional Practices Committee.

**B. Para Educators**

(1) The Administration and the Association mutually recognize the need for teacher aides and/or assistants in the total educational program. Every effort, therefore, shall be made to provide aides and/or assistants in classes where they can be best utilized to serve the educational needs of the student.

(2) The Administration and the Association mutually recognize the need for teacher aides in certain of the Special Education classes. Every effort, therefore, shall be made to provide teacher aides where they are needed to assist in providing for the physical needs of the students.

(3) Former BOCES 1 teacher assistants will remain within the Teachers' bargaining unit for the duration of the Agreement.

**C. Substitute Teachers**

(1) Substitute teachers, teacher aides, or any other member of the staff will be provided for all classroom teaching personnel, including classroom teaching specialists and coordinators in all instances where practicable and possible.

(2) No teacher will be required to take over another teacher's class without (the teacher "taking over") prior consent.

**D. Adult Education Literacy Teachers - Full time, days, certified.** These instructors shall be included under all the terms and conditions of this Agreement; be placed on the salary schedule one step above their current salaries. Terms and conditions to be negotiated.

**ARTICLE 15 – TEACHERS' FACILITIES**

**A. Adequacy in General.** Adequate facilities necessary for teachers and other professional staff members shall be established at the earliest possible time. Proper physical

June 10, 2002

facilities are basic requirements to insure full utilization of professional skills and services. Since BOCES provides a wide variety of special services to the school and since these special services have individual needs, an ongoing attempt shall be made to insure that the school building in which these services are placed have the necessary facilities for the professional staff to implement their respective skills. The necessary planning to insure adequate facilities is an administrative function, but consultation with the individual specialists to determine what is needed should be considered a vital part of planning.

B. Rest Rooms. Each school building should have a men's and women's rest room which are separate from the children's rest rooms.

C. Lounge and Lunchroom Area

(1) Each school building should have a teachers' lounge and lunchroom area. If only the lunchroom is available, it should be large enough so that easy chairs can be provided. Adequate ventilation and temperature control should be maintained.

(2) When area centers are constructed, plans for staff food services and dining areas should be included and incorporated.

D. Classrooms. The classrooms should have adequate ventilation, temperature control, closet space, chairs, desks, and the necessary supplies for the teaching of the curriculum.

E. Specialist Facilities. Each specialist should have the necessary facilities to maximize professional effectiveness in the school. Specialists not involved in regular classroom teaching should be provided with appropriate offices or instructional areas. Said areas should include furniture suitable for the age levels instructed. For those specialists working extensively with parents, an office telephone is a necessary communication link between the home and school. The appropriate teaching facilities, supplies and storage areas will be arranged for by the responsible authorities from BOCES and individual school district principals.

June 10, 2002

#### **ARTICLE 16 – INDEMNIFICATION**

BOCES agrees to save teachers harmless from any financial loss, including reasonable attorney's fees arising out of any claim, demand, suit, criminal prosecution or judgement by reason of any act or omission to act by such teacher within or without the school building, provided such teacher, at the time of the act or omission complained of, was acting within the scope of employment or under the direction of the Board. Such teacher shall within 10 days of the time served with any summons, complaint, process notice, demand or pleading deliver the original or a copy of the same to the Board.

#### **ARTICLE 17 – RESEARCH PROJECTS**

BOCES shall encourage the development and implementation of research projects pertinent to education when and where possible in order to objectively evaluate the stated goals of the various programs. This research shall be initiated when the local school districts indicate a need for it and request same and/or federal, state, and local funds are available. Board approval is necessary.

#### **ARTICLE 18 – AGREEMENT CONSTITUTES BOARD POLICY**

This Agreement constitutes Board policy for the term of said Agreement, and the Board will carry out the commitments contained herein and given them full force and effect as Board policy. The Board will amend its personnel policies and take such other action as may be necessary in order to give full force and effect to the provisions of the Agreement.

#### **ARTICLE 19 – SEVERABILITY**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees 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.

June 10, 2002

**ARTICLE 20 — 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.

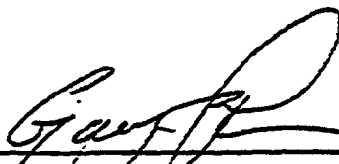
**ARTICLE 21 – DURATION**

This Agreement shall be effective as of July 1, 2002, and shall continue in effect through June 30, 2005, except as otherwise indicated on selected provisions.

BOCES Educators of  
Eastern Suffolk

Board of Cooperative Educational Services  
First Supervisory District of  
Suffolk County

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Executive Officer

Dated: 7/23/02

Dated: 7/18/02

  
\_\_\_\_\_  
President of the Board

Dated: 7/18/02

**2002/03 TEACHER SALARY SCHEDULE**

ACADEMIC		BA	BA15	BA30	BA45	BA60	MA30	MA45	MA60	MA75
VOC	TEMP	PROV	PROV15	RRM	RRM15	VBA	VB15	VB30	VM	VM15
STEP										
1	36071	38170	40269	42368	44467	46566	48665	50764	52863	54962
2	38170	40269	42368	44467	46566	48665	50764	52863	54962	57061
3	40269	42368	44467	46566	48665	50764	52863	54962	57061	59160
4	42368	44467	46566	48665	50764	52863	54962	57061	59160	61259
5	44467	46566	48665	50764	52863	54962	57061	59160	61259	63358
6	46566	48665	50764	52863	54962	57061	59160	61259	63358	65457
7	48665	50764	52863	54962	57061	59160	61259	63358	65457	67556
8	50764	52863	54962	57061	59160	61259	63358	65457	67556	69655
9	52863	54962	57061	59160	61259	63358	65457	67556	69655	71754
10	54962	57061	59160	61259	63358	65457	67556	69655	71754	73853
11	54962	59160	61259	63358	65457	67556	69655	71754	73853	75952
12	54962	61259	63358	65457	67556	69655	71754	73853	75952	78051
13	54962	63358	65457	67556	69655	71754	73853	75952	78051	80150
14	54962	65457	67556	69655	71754	73853	75952	78051	80150	82249
15	54962	67556	69655	71754	73853	75952	78051	80150	82249	84348
16	54962	69655	71754	73853	75952	78051	80150	82249	84348	86447
17	54962	71754	73853	75952	78051	80150	82249	84348	86447	88546
18	54962	73853	75952	78051	80150	82249	84348	86447	88546	90645
19	54962	75952	78051	80150	82249	84348	86447	88546	90645	92744
20	54962	78051	80150	82249	84348	86447	88546	90645	92744	94843

Appendix A

Appendix B

INCREMENTS

In order to clarify further the various incentives and increments, please note that the following are in effect either as continuing policies or as agreed upon in completed negotiations:

1. Personnel will be granted incentive salary increments at the rates listed below:

- a. After 3 years     250
- b. After 9 years     650
- c. After 14 years    650

Employees hired on July 1, 1998 and after are not eligible for the longevity increment after three (3) years.

2. Career increments will be granted to those professional personnel who achieve the 18th, 20th, 25th, and 30th salary steps with the Board at the rates listed below:

- a. 18th Step            700
- b. 20th Step            1500
- c. 25th Step            2100
- d. 30th Step            2600

3. An additional incentive of \$200 will be granted to those teachers who have been awarded a Master's degree in their area of educational specialty on the academic salary schedule or a Bachelor's degree on the vocational schedule. This incentive will only be considered for one Master's degree.

4. An additional incentive of \$1,000 will be granted to those teachers who have been awarded a PH.D. functionally related to their area of employment.

Appendix C

DESIGNATION AND PAYROLL  
Deduction Authorization

\_\_\_\_\_  
Last Name      First      Middle      Bldg.

\_\_\_\_\_  
Address

TO: Board of Cooperative Educational Services

Pursuant to Chapter 392, Laws of 1967, I hereby designate the BOCES Educators of Eastern Suffolk as my representative for the purpose of collective negotiations, and I hereby request and authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the Associations indicated below the dues as certified by the respective Associations. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Cooperative Educational Services and all its officers from any liability therefor. This authority shall be continuous while employed by this Board of Cooperative Educational Services by written notice.

• \_\_\_\_\_ BOCES Educators of Eastern Suffolk  
New York State United Teachers

\_\_\_\_\_ American Federation of Teachers  
American Vocational Association

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Appendix D

Contract Between Eastern Suffolk BOCES

and

\_\_\_\_\_ (Name of Member)

The Board of Education and the Administration of the First Supervisory District have agreed with the representatives of the BOCES Educators of Eastern Suffolk, to provide teachers, who have given long and faithful service to our Agency, an assurance that they will receive medical insurance coverage at no cost to them during their retirement years. It is for this reason that this contract is provided to you.

As a teacher who has elected retirement under the terms of the New York State Teachers' Retirement System during the period July 1, 2002 through June 30, 2005, and as an employee who possesses at least five years of service to BOCES 1, you are entitled to health insurance coverage into retirement, under the terms of the July 1, 2002 through June 30, 2005 negotiated Agreement between the BOCES Educators of Eastern Suffolk and Eastern Suffolk BOCES for the term of your life.

You shall be entitled to family coverage if said coverage was in existence at the time of retirement. Family coverage will be converted to individual when dependents at the time of retirement are no longer eligible.

You are to consider this contract as the assurance cited within the 2002-2005 collective bargaining contract provision which provided for the commitment of Eastern Suffolk BOCES to maintain, at its cost, health insurance coverage throughout the term of your retirement years.

\_\_\_\_\_  
Human Resources Administrator

\_\_\_\_\_  
Date

## Appendix E

### Flexible Spending Account

During the period, January 1, 2002 to December 30, 2004, BOCESTA members may elect to participate in up to three flexible spending accounts. Monies earmarked for these accounts will reduce the employees' gross salaries, thereby, effecting the deductions for Federal and State Income Taxes, Social Security, and eligibility for 403(b) contributions. It is recommended that you consult with your tax advisor when participating in these accounts. Specific details for each of the accounts are as follows:

#### Account No. 1 - Insurance Premium Reimbursement Account

- o \$200 will be deposited to this account by BOCES and will be used to pay the teachers' portion of the cost of health insurance.
- o Teachers may elect to deposit funds to cover the cost of the employees' shared dental insurance.
- o For the period of this contract, health and dental premiums are the only two insurance policies eligible for inclusion for the Insurance Premium Reimbursement Account.

#### Account No. 2 - Health Care Reimbursement

- o Teachers may choose to fund this account up to a maximum of \$3,000 to be used for pre tax payment of reimbursable medical expenses.
- o Claims may be made for payment of funds from this account once every two months.
- o A statement will be provided by the planning administrator, at end of the calendar year, with a 90 day claim grace period. Statements will accompany each reimbursement check.
- o Internal Revenue Service law requires that funds in this account, unused by year end, will be forfeited by the employee. Internal Revenue law ensures that monies placed in these accounts are eligible for withdrawal by the employee during the tax year regardless of employment status. Eligible expenses must be for services and purchases completed during the tax year for which the claim is made. Similarly, if funds in the FSA have been

withdrawn by the employee prior to complete funding, BOCES maintains the right to withhold any uncollected committed funds from the employee's final payment of service.

Account No. 3 - Dependent Care Reimbursement

- o Funds placed in this account may be used for dependent care payment. This includes care for children under the age of 13, elderly and/or infirm relatives included on the employee's tax return.
- o Maximum deposit to this account is determined by the Internal Revenue Service.
- o Payment from this account can only be made for services provided by individuals or organizations with federal identification numbers.
- o Payments from this account will be made on a monthly basis.

## Appendix F

### 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, 1995. 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 Teacher Association member may join the Sick Bank by contributing one sick day. Members may join the Bank within the first two calendar months of becoming Teacher Association members. If, however, a Teacher Association member 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 members and two Administrators. The President of the Teachers Association shall appoint two members of the Teacher 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.

STIPULATION OF AGREEMENT made and entered into this 19<sup>th</sup> day of May, 2004, by and between the BOCES Educators of Eastern Suffolk ("the Association") and the Board of Cooperative Educational Services, First Supervisory Agency ("the Agency").

WHEREAS, the parties have negotiated in good faith the terms of an agreement pursuant to which the Agency will create a non-elective, non-discretionary tax-sheltered benefit plan for qualified governmental units (hereinafter a "403(b) Plan") on behalf of members of the bargaining unit represented by the Association, to which certain terminal leave payments shall be directed by the Agency on behalf of certain retiring unit members, if the circumstances contemplated by this Stipulation of Agreement are determined to be consistent with applicable law as provided in paragraph 9 below; and

WHEREAS, the parties have also negotiated in good faith in an effort to arrive at the terms of a successor collective bargaining agreement to the one that expires on June 30, 2005; and

WHEREAS, the parties have arrived at a tentative agreement contained herein;

NOW, THEREFORE, the Association and the Agency hereby stipulate and agree as follows:

1. The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
2. The Agency signatories below agree to recommend this Stipulation for ratification to the Board, and the Association signatories below agree to recommend this Stipulation for ratification to members of the bargaining unit represented by the Association.
3. A copy of this original document has been furnished to representatives of the

**RECEIVED**

DEC 29 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

694



Association and the Agency.

4. The provisions of the parties' 2002-05 Agreement shall be carried forward except as modified below.

5. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.

6. Unless otherwise noted, all changes shall be prospective from the signing of the successor agreement to the 2002-05 Agreement.

7. The Agency shall participate on behalf of all "eligible unit members" in a state-wide retirement incentive plan offered during the 2003-04 school year, pursuant to which certain service credit is given to those who elect to retire, so that such unit members who retire on or before August 31, 2004 may participate in such plan if such a plan is offered by New York State prior thereto. Unit members who, on or before the date of execution of this Stipulation, were already Board-approved to begin retirement on or before July 1, 2004 shall not be "eligible unit members" for these purposes.

8. The following modifications of Article 6, Section H of the 2002-05 Agreement shall replace the provisions set forth in Article 6, Section H of the 2002-05 Agreement for all unit members who submit their requests for terminal leave and who retire on or after the date this Stipulation has been ratified by both parties, provided the pre-conditions set forth in paragraph 9 of this Stipulation are met:

- a. For all such members of the bargaining unit, who meet the eligibility criteria for terminal leave set forth in Article 6, Section H of the 2002-05 Agreement, and who retire, the Agency shall pay the monies in a lump sum directly to the

individual non-elective, non-discretionary 403(b) account of such eligible retiring member, up to the amount authorized by law, with any remainder being paid directly to the retiring member in a lump sum payment as salary, subject to all applicable taxes, on or before June 30 of the year of retirement, except only as provided in subsection (b) below.

- b. The only exception to the payment mechanism described in subparagraph (a) shall be situations in which the unit member receives compensation payable over an extended period of time in the form of wages, when such period of time is necessary for such unit member to meet the minimum service requirements for retiring under the state-sponsored retirement system (as per Article 6, Section H(3), Option 1(a)); *i.e.*, all unit members already qualified to retire under the state-sponsored retirement system shall receive their terminal leave in the form of a non-elective, non-discretionary employer lump sum contribution pursuant to paragraph 8(a), subject to all of the provisions of this paragraph 8 except this subparagraph (b).
- c. Eligible unit members covered by paragraph 8(a) shall notify the Agency in writing of the total elective contribution, if any, made by them to their existing 403(b) account for the plan year no later than 30 days prior to the date contribution is required herein to be made by the Agency.
- d. If the unit member covered by paragraph 8(a) does not designate a 403(b) account that can receive an employer non-elective, non-discretionary 403(b) contribution, the Agency shall deposit the contribution into a 403(b) account

on behalf of the unit member as required by applicable law.

- e. The Association acknowledges that the Agency has made no representation to the Association or its members as to the position of the Internal Revenue Service or any other taxing authority regarding the tax-deferred status of these contributions, or as to the position of the New York State Teachers' Retirement System regarding whether these contributions will be included in the unit members' final average salary.

9. A request for an opinion as to the permissibility of excluding unit members described in paragraph 8(b), without jeopardizing the tax treatment of unit members governed by paragraph 8(a), shall be jointly submitted by the parties to the Internal Revenue Service on or before May 31, 2004. Unless and until a formal opinion is received advising the parties that the exclusion is permissible, payments shall not be made to a 403(b) account on behalf of any unit member, and Article 6, Section H of the 2002-05 Agreement shall be implemented as written. If such an opinion is received, and that opinion indicates that the favorable tax treatment contemplated by 403(b) plans could not be achieved with the exclusion contemplated by paragraph 8(b), or if no opinion is received on or before October 31, 2004, then the Association shall advise the Agency on or before November 22, 2004 of its determination either to require all payments made pursuant to Article 6, Section H to be made to a 403(b) account on behalf of all retiring unit members in the manner contemplated by paragraph 8(a), without the exclusion contemplated by paragraph 8(b), or to continue Article 6, Section H of the 2002-05 Agreement as written for the balance of the term of the 2002-05 Agreement as amended; *i.e.*, until June 30, 2008 and thereafter to the extent required

by applicable law.

10. Article 4, Section A shall be amended by changing “the net average percentage increase” to “one-half the net average percentage increase” for the 2005-06 and 2006-07 school years only. During the 2007-08 school year, the language shall revert to “the net average percentage increase.”

11. Article 5, Section A(3)(a) of the 2002-05 Agreement shall be amended by adding “hired on or before June 30, 2005” after “retiree” in the first sentence and after “unit” in the third sentence.

12. Article 5, Section A(3)(b) of the 2002-05 Agreement shall be amended by adding “but before July 1, 2005” after “January 1, 1995.”

13. Article 5, Section A(5) of the 2002-05 Agreement shall be amended by designating the existing language as subsection (a) and adding the following language:

(b) Employees hired after June 30, 2005 shall pay 10% of the premium for family coverage and 5% of the premium for individual coverage. Health insurance into retirement for such employees will be provided after 10 years of service with BOCES First Supervisory District, and such employees shall pay the same percentage of the individual or family health insurance premium in retirement as the unit member paid as of his/her last day of service, regardless of whether they receive individual or family coverage in retirement.

14. Article 7, Section I shall be amended to read as follows:

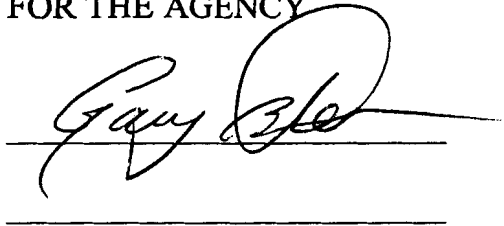
Each unit member shall participate in 15 hours of staff development activities per school year offered pursuant to this Section. Seven and one-half of the 15 hours shall be structured by the Agency, using topics to be determined by the Association President and the Associate Superintendent for Educational Services. These hours shall be offered in blocks of 45 to 60 minutes, and shall not continue for more than 60 minutes beyond the end of the normal workday. The remaining 7 ½ hours shall be collaboratively designed by the building/site and/or

Elementary or Secondary Shared Decision-Making Committees and submitted for approval to the Associate Superintendent for Educational Services or her/his designee. These 15 hours shall be in addition to faculty meetings.

15. Article 21 of the 2002-05 Agreement shall be amended to extend the duration until June 30, 2008.

16. If any provision of this Stipulation shall be found by a court or administrative body of competent jurisdiction to be invalid or unenforceable, in whole or in part, then such provision shall be deemed modified or restricted to the extent and in the manner necessary to render it valid and enforceable, or shall be deemed excised from this Stipulation, as the case may require, and this Stipulation shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

FOR THE AGENCY



FOR THE ASSOCIATION

