

BY AND BETWEEN THE

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

***EASTERN SUFFOLK BOCES***

AND THE

**BOCES EDUCATORS OF  
EASTERN SUFFOLK**

**July 1, 2019— June 30, 2024**

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## 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 "ESBOCES" or "ESBOCES 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 ESBOCES 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) ESBOCES, having determined that the Association is supported by a majority of the Teachers in a unit composed of all professional personnel except the Chief Operating 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) ESBOCES agrees not to negotiate with any other teacher organization other than the Association for the duration of this Agreement.

### B. Definitions.

(1) "Teacher" for the purpose of this document and based upon eligibility requirements established by ESBOCES 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,

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<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.



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 ESBOCES 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 probationary period as stipulated in N.Y.S. Education Law (3012) and recommended for such status by the Chief Operating 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 ESBOCES. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their 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 ESBOCES, ESBOCES agrees that an adequate salary schedule is necessary to attract and retain superior teachers. Accordingly, the parties agree as follows: There shall be a thirty (30) year teacher schedule beginning with the 2014-2015 school year, which shall start at \$51,870 for BA Step 1. A 2.75% multiplier shall be applied to steps and lanes for the 2014-15 school year through and including year 25. A flat increment of \$2,000 will be applied on steps 26-30. Thereafter, BA Step 1 will be calculated as follows for the years 2019-2020, 2020-21, 2021-22, 2022-23, 2023-24 only and shall not be continued thereafter by operation of law or otherwise: BA Step 1 on the previous year's salary schedule shall be increased by the net average increase of all ESBOCES First Supervisory District component high school districts settled by June 1 for the following year. A 2.75% multiplier shall be applied to all steps and lanes on steps 1-25. A flat increment of \$2,000 will be applied on steps 26-30. All ESBOCES-1 Teaching Assistants in this unit, shall receive \$2,000 salary increase in each of the years 2019-2020, 2020-21, 2021-22, 2022-23, 2023-24.

B. Educational Credits for Salary Schedule Movement.

(1) Movement from one column to the next on the Teacher Salary Schedule shall be in 15-credit blocks except when reaching a degree.

(2) Nine credits of each 15-credit block must be awarded by a degree-granting, accredited college or university.

(3) Unit employees on the Academic Teacher Salary Schedule shall not be eligible for undergraduate credits without prior approval of the appropriate Director. Unit employees on the Vocational Teacher Salary Schedule shall be eligible for undergraduate credits until they achieve a Bachelor's degree.

(4) Graduate courses taken prior to employment with ESBOCES will be credited in 15-credit blocks, with any overage applied towards the next 15-credit advancement.

(5) Incoming unit employees with an MA shall be placed in the MA column unless they have more than 15 post-MA credits, regardless of the number of credits required to earn their MA degree.

(6) Coursework taken during working hours or paid for by ESBOCES is not acceptable for movement on the Salary Schedule.

C. Summer Work. Teachers (excluding Guidance Counselors) employed during the summer in a professional capacity shall be compensated, using the prior year's schedule and prior year's steps, at a per diem rate of 1/260<sup>th</sup> of the teacher's annual salary capped at \$350 per day.

D. Guidance Counselors. If a Guidance Counselor is called to perform work that is part of his/her regular job assignment either before the normal beginning date for teachers in September or beyond the ending date for teachers in June, the Counselor shall be compensated at the rate of 1/200<sup>th</sup> of his/her annual salary, using the prior year's schedule, for each workday during this time period. If a Counselor is appointed to perform work that is not part of his/her regular job assignment during this period or work that is part of a ESBOCES summer program, he/she shall be compensated at the rate of pay set forth in section C of this Article for each workday.

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

F. 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.

G. Automobile Reimbursement. The rate and extent of reimbursement for use of personal automobiles in carrying out the duties as a teacher of ESBOCES shall be the maximum mileage and manner allowance then in effect that is set forth in the rules of the United States Internal Revenue Service.

H. Payroll Deductions.

(1) Dues Deductions.

(a) If an employee has initially enrolled in the Association and affiliated organizations (and takes advantage of dues deduction), these deductions will be made automatically until the individual notifies the Association and the Payroll Department in accordance with the Associations enrollment form signed by the employee, that no deductions are to be made.

(b) Each of the Associations named on the Deduction Authorization Form shall certify to ESBOCES in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give ESBOCES thirty (30) days notice prior to the effective date of such change.

(c) Membership dues deductions will start in October and continue in equal installments for eighteen (18) pay periods.

(2) Vote Cope. ESBOCES 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 ESBOCES. Funds will be deducted from teachers' paychecks if they have filed the appropriate form authorizing the deduction.

(3) NYSUT Benefits Trust. ESBOCES agrees to provide all teachers the opportunity to participate in the NYSUT Benefit Trust program through payroll deductions pursuant to NYSUT rules.

(4) Direct Payroll Net Deposit. All employees shall be paid by direct electronic deposit.

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

J. Personal Reimbursement.

(1) ESBOCES 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) ESBOCES 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. ESBOCES will review each individual situation before determining any action regarding reimbursement. The maximum reimbursement shall be \$5,000.

K. Licenses. Licensed and registered speech teachers, social workers and psychologists shall receive an annual stipend of \$500, which shall be payable on or before June 30 of each school year.

L. Mentors. Unit employees assigned to be mentors may elect to receive either \$500 per mentee per school year or three in-service credits per mentee per school year, with a maximum of \$1,000 or six in-service credits regardless of the number of mentees assigned.

## **ARTICLE 5 - INSURANCES**

ESBOCES shall provide the following insurance for each full time employee 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. Teachers hired on or after July 1, 2014 shall be eligible to receive health insurance as described in this Article unless they are eligible for comparable coverage from another source. Comparability shall be decided by

the ninety percent (90%) rule (compared to the NYSHIP plan) governing benefits and employee costs.

(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 ESBOCES expense. Teachers working less than 0.4 F.T.E. may purchase health insurance at their cost at the group rate by payroll deduction. Part time employees hired on after July 1, 2014, who are otherwise eligible to receive or purchase health insurance at the group rate, shall not be eligible to receive health insurance as described in this Article if they are eligible for comparable coverage from another source. Comparability shall be decided by the ninety (90%) rule (compared to the NYSHIP plan) governing benefits and employee costs.

(3) Retirees.

(a) ESBOCES will provide each retiree hired on or before December 31, 1994, who has served a minimum of five years with ESBOCES, with an individual contract assuring them that ESBOCES will maintain their health insurance coverage (family or individual), and the total cost of the premium is to be paid by ESBOCES. 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 to active employees. A retiree will be defined as an employee of the bargaining unit, who leaves ESBOCES' service and retires under the terms of the New York State Teachers' Retirement System. See Appendix B.

(b) All employees hired on or after January 1, 1995 but before July 1, 2005 must have ten years of service with ESBOCES First Supervisory District to be eligible for fully paid health insurance into retirement.

(c) For an employee hired on or after July 1, 2005, who has ten or more years of service with ESBOCES at the time of retirement, and who is otherwise eligible for health insurance into retirement at ESBOCES expense (in whole or in part), ESBOCES will pay 85% of the NYSHIP health insurance premium as it may change over time for individual and family coverage into that employee's retirement, regardless of the plan the retiree participated in as an active employee or participates in as a retiree, and the retiree will pay the remainder of the premium.

(d) For an employee hired on or after July 1, 2014, who has ten or more years of service with ESBOCES at the time of retirement, and who is otherwise eligible for health insurance into retirement at ESBOCES expense (in whole or in part), ESBOCES will pay the same percentage that the Agency paid on the employee's last day of active ESBOCES service, calculated using the NYSHIP health insurance premium as it may change over time for individual and family coverage into retirement, regardless of the plan that the

retiree participated in during his or her active service or participates in as a retiree, and the retiree will pay the remainder of the premium.

(4) Waiver Option. An option to waive health insurance coverage will be offered to all teachers who are eligible for coverage. Any employee electing to waive health insurance coverage will complete an appropriate form and will be compensated with a maximum amount per school year as follows. 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.

School Year	Maximum Waiver for Family Coverage	Maximum Waiver for Individual Coverage
2018/2019	6000	2500
2019/2020	6000	2500
2020/2021	5000	2500
2021/2022	4000	2500
2022/2023	3000	2500
June 30, 2024	2500	2500

Employees who waive coverage will not be allowed to enroll in NYSHIP for the entire buyout period, unless they experience a qualifying event as defined by Section 125 of the Internal Revenue Code. To the extent that an employee who has waived coverage experiences a qualifying event and wishes to enroll in health insurance coverage, the employee must provide ESBOCES with documentation sufficient for ESBOCES to determine in its sole discretion that a qualifying event has, or has not, occurred.

(5) Employee Contribution. For employees hired before January 1, 2019, ESBOCES shall contribute the following percentages equivalent of the NYSHIP rate toward the individual or family health insurance coverage of an offered plan chosen by the eligible employee.

Health Insurance Effective Date	BOCES Health Insurance Contribution
July 1, 2018	80%
July 1, 2019	80%

July 1, 2020	79%
July 1, 2021	78%
July 1, 2022	78%
July 1, 2023	77%

For employees hired on or after January 1, 2019, ESBOCES shall contribute the equivalent of seventy-five percent (75%) of the NYSHIP rate toward the individual or family health insurance coverage of an offered plan chosen by the eligible employee.

ESBOCES shall offer an Emblem Low Option plan to eligible employees. ESBOCES shall pay the equivalent value, as calculated using the NYSHIP premium, toward the Emblem Low Option plan if selected.

(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 employee 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 ESBOCES. The cost of the administration will be borne by ESBOCES.

(2) Account Dissolution. ESBOCES will guarantee the FSA's 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 C.

C. Life Insurance.

(1) Policy Description. A group term life insurance policy will be provided by ESBOCES in the amount of \$50,000 or contract salary not to exceed \$100,000, whichever is higher, until June 30, 2020. Effective July 1, 2020 employees will have the option to purchase a group term life insurance policy, in the amount of \$100,000 with the premium paid by the employee.

(2) Supplemental Policy. With approval of the insurance company, employees will have the option to purchase additional life insurance up to a maximum of \$45,000.

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

(4) Part-time Eligibility. With the approval of the insurance carrier, part time employees 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 ESBOCES 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. If the Workers' Compensation system makes a determination that an employee is eligible for Workers' Compensation benefits as the consequence of an injury to that teacher resulting from actions by ESBOCES students or ESBOCES parents, while performing his/her duties, sick leave used by that teacher from his/her sick leave accumulation as a consequence of that injury for up to one school year shall be restored to his/her accumulated sick leave, offset by the value of LTD and Workers' Compensation payments made to that employee. If a final determination is thereafter made that the employee was ineligible for Workers' Compensation benefits during that period, the amount of sick leave restored shall be converted back to sick leave used, and if the employee does not have sufficient accumulated sick leave at that point, the employee shall reimburse the agency for the value of that sick leave upon demand. 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 ESBOCES and ESBOCES will comply with any reasonable request from the teacher for information in its 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 ESBOCES First Supervisory District. ESBOCES will allow for dependent coverage for all teachers. The cost of this dependent dental coverage will be



shared equally by ESBOCES and the teachers who enters the plan, assuming that the necessary participation on the part of the employee 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. ESBOCES agrees to provide each teacher with membership in the NYSUT Legal Service Plan or a comparable plan.

G. Tax Sheltered Annuity. ESBOCES shall provide the opportunity for teachers to contribute to a tax sheltered annuity (403b and/or 457) 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 such absence. Advance notice of such meeting must be sent to the teacher, the Assistant Superintendent for 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 Director to require a physician's note indicating the need for home confinement. Failure to obtain the physician's note when directed may mean the loss of 1/200<sup>th</sup> 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 1/200<sup>th</sup> of annual salary for each day indicated above unless a physician's note is produced indicating the need for confinement.

(2) Abuse. If the Chief Operating Officer has reasonable cause to believe that there is an abuse of sick leave policy, he/she may require the Assistant Superintendent for Human Resources to establish an informal conference with the employee 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. If a teacher has eligibility for Retirement Leave under Option I ("eligibility" as defined in Article 6, § H Paragraph (2)) and has accumulated 151 days or more, those days in excess of 150 (but not to exceed 15 days per year) shall be treated as Non-Elective Contributions to the teacher's 403(b) at the rate of \$110 per day.

If a teacher has only eligibility for Retirement Leave Option II and has accumulated 201 days or more, those days in excess of 200 (but not to exceed 15 days per year) shall be treated as Non-Elective Contributions to the teacher's 403(b) plan at the rate of \$110 per day.

(4) Data. Upon request ESBOCES will provide the Association with reports of sick leave data.

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

(6) Sick Leave Extension. Upon exhaustion of sick leave, the staff member may request the Chief Operating 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/administrator 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 Assistant Superintendent for Human Resources for the conversion of accumulated sick leave to personal days to be used during the aforementioned circumstance with the approval of the

Chief Operating 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. Temporary leaves of absence with pay, up to two (2) weeks, will be granted to employees who contract a verifiable communicable disease traceable to contact made with a student at ESBOCES. For the purpose of this provision, communicable disease will be classified as: Bedbugs, Chicken Pox, Conjunctivitis, Fifth Disease, Hand, Foot, and Mouth (Coxsackie) Disease, Impetigo, and Scabies. A maximum of one (1) day paid leave of absence will be granted for absence due to lice or ring worm traceable to contact made with a student 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, brother, sister, parent, or grandchild, 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 an 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 Chief Operating Officer. Unused bereavement leave does not accrue for future use.

If there is a delay in the wake/funeral or other form of service (e.g., as a consequence of a religious requirement, an inquiry concerning the death, or transportation time of the body or of attending family members) a teacher may submit a request for delayed bereavement leave or non-consecutive days to the Human Resources Department. Upon request, the teacher shall provide the Department with documentation to support said delay or reason for non-consecutive days. Delayed bereavement leave shall be defined as bereavement leave commencing more than one week after the death of a family member. Delayed and non-consecutive leave shall be approved or not, in ESBOCES' sole discretion.

(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 ESBOCES 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 ESBOCES during the period for this jury service. Any compensation for jury service must be turned over to ESBOCES, 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 ESBOCES. 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 Department of Human Resources as soon as the dates of absence are known.

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 Department 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 ESBOCES.

(d) Public Office. ESBOCES 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. ESBOCES will grant or deny such requests in writing.

F. Workers' Compensation. ESBOCES 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 ESBOCES and all salary payments will cease from ESBOCES. Upon exhaustion of sick leave, the staff member may request the Chief Operating 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, ESBOCES will hold the teacher harmless from salary loss during this period.

#### H. Retirement

(1) Application. A request for retirement must be made by submitting Form 8004F.15 (*Retirement Notification*) to the Department of Human Resources no later than DECEMBER 1 in the school year preceding the date of retirement. In extenuating circumstances, this requirement may be waived at the discretion of the Chief Operating Officer. All requests for retirement and retirement payment become irrevocable after DECEMBER 1 in the school year of retirement. All payments for retirement leave are employer non-elective contributions and follow the no-cash option and are governed by the terms of Appendix E and IRS regulations.

(2) Eligibility. The employee must be eligible to receive benefits from the New York State Teachers' Retirement System. Teachers hired prior to February 1, 1980, may elect either Option I or Option II. The retirement must be effective within five years of first eligibility to retire without penalty from the New York State Teachers' Retirement System. All others are eligible for Option II only. This paragraph shall be administered as written, with the age employee is first eligible to retire determined by the New York State Teacher's Retirement System. All payments made, under either Option I or II, shall be paid to the employee's 403(b) plan account as non-elective employer contribution and in accordance with IRS 403(b) regulations.

(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.

(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  $1/200^{\text{th}}$  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  $1/200^{\text{th}}$  of final year's salary per day.

(5) Reporting. Payments made pursuant to this provision shall be reported to the New York State Teachers' Retirement System as non-regular compensation and shall be subject to, and treated consistently with, regulations of that System.

## **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.

C. Workday.

(1) The teacher day for all elementary teachers shall not exceed 6 hours.

(2) The teacher day for all secondary and special career education teachers shall not exceed 6 hours and 30 minutes except as provided below.

(3) The teacher day for Career and Technical Education teachers who have duty-free time (in addition to a lunch and/or preparation period) shall not exceed 7 hours.

(4) 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 workday. The parties agree that they shall establish a committee to review the length and configuration of the teacher workday. 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.

(5) For secondary Special Education and SCE personnel, there shall be an additional Superintendent's Conference Day in each school year for a total of two. Staff members working with secondary developmental students in programs covered by the elementary teacher workday in Section (C)(1) are not covered by this provision.

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 ESBOCES teaching staff.

(2) ESBOCES 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 ESBOCES.

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) Each unit employee shall participate in 15 hours of staff development activities per school year offered pursuant to this Section. ESBOCES will continue to offer professional development opportunities consistent with the New York State Teaching Standards. These 15 hours shall be in addition to faculty meetings. Guidelines can be found in the Employee Handbook.

(2) Each participating unit employee shall receive one in-service credit for each 15 hours of approved staff development completed pursuant to subsection (1) above. Unit employees 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 \$325 upon completion of the 15 hours. Teaching Assistant employees shall receive a stipend of \$325 upon completion of the 15 hours. Unit employees who will be eligible to retire during the life of this agreement (*i.e.*, by June 30, 2024) may choose either the in-service credit or the \$325 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 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) The Assistant Superintendent for Human Resources shall post anticipated vacancies as they occur throughout the school year via Agency e-mail.

(3) Selection. 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.

(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 therefore. 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. 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.

(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 eligibility list and to be reappointed on tenure in the area which the teacher originally obtained tenure as soon as a vacancy in that area occurs. Such 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 e-mailed to every ESBOCES 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 e-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.

(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 ESBOCES 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 ESBOCES First Supervisory District personnel for internship positions as they become available. Administrative Interns will not be engaged in teacher evaluation or be responsible for teaching 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, ESBOCES 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. 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 of sick and personal 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 fewer than 60 sick and personal 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 provided a copy of their summative evaluation through the OASYS system at least one (1) day before the conference to discuss it. Such report shall not be placed in the teacher's file or otherwise acted upon without a prior conference with the teacher. The teacher will electronically acknowledge receipt of the document through the OASYS system, with the express understanding that such signature in no way indicates 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 placed in the employee's Human Resources file.

B. Review. At the request of the employee receiving a Developing or Ineffective rating, Annual Professional Performance Reviews conducted pursuant to New York State requirements and this Agreement may be appealed to the next level of supervision up to and including, but not beyond, the Chief Operating Officer or the Associate Superintendent for Educational Services. This provision will sunset and have no further force or effect on June 30, 2024, and the parties understand and agree that it is their intent to reconsider this appeal mechanism and attempt to reach an agreement as to its continuation, or modification, on or before June 30, 2024.

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. Teacher evaluations shall be completed using the OASYS system.

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 Chief Operating 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 ten working days and the teacher should respond to that process by electronically acknowledging receipt of the observation form within

five working days after the meeting. The summative evaluation form will be reviewed with each staff member on or before the Monday of the last week of school. 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 ten working days to schedule or the signature and response of an individual teacher may take longer than five working days to return to the supervisor.

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

## **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 \$1,200 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 Chief Operating 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 Chief Operating Officer. Release time for additional meetings will be granted upon the approval of the Chief Operating. Expenses will be paid by the Association.

B. Association Release Time.

(1) Negotiations/Grievances. If negotiation meetings between ESBOCES 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) 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 the Association requires more than the stipulated amount of release time in order to conduct Association business, the time may be granted by the Chief Operating Officer at his/her 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 ESBOCES First Supervisory District facilities.

(c) When the President is a teaching assistant, s/he shall be provided with a limited assignment/reduced caseload equivalent to a maximum of 50% released time for Association activities, with additional time, if needed, to be agreed upon between the President and the Associate Superintendent for Educational Services.

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 ESBOCES' expense and a copy given to each teacher now employed or hereafter employed by ESBOCES 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 action taken or differences of opinion may be referred for review by the Professional Practices Committee.

## **ARTICLE 13 - GRIEVANCE AND ARBITRATION**

A. Purpose. The establishment and maintenance of a harmonious and cooperative relationship between ESBOCES 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 ESBOCES 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 Operating Officer.

(4) The “Chief Operating 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.

(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 ESBOCES and the Association. The Chief Operating Officer shall then have them printed and distributed. The forms will be available from the area representative or at the Department 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 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 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 the supervisor, he or she shall render a decision thereon, in writing, and present it to the teacher, his or her representative and the Association.

Stage 2: Chief Operating 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 Operating 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 Operating 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 Operating 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 Educational 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.

#### 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 Chief Operating.

(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, reasoning, 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 Chief Operating Officer does not recommend the acceptance of the advisory arbitration award by ESBOCES, 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 ESBOCES 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 ESBOCES and the Association more than one grievance may be submitted to the same arbitrator.

(h) Individual teachers or a group of teachers may not proceed to arbitration without the approval of the Association. The Association retains the exclusive right to settle any grievance on behalf of individual teachers or group of teachers.

### **ARTICLE 14- PARTICULAR PROGRAMS AND POSITIONS**

#### **A. Student Assistant Services (SAS).**

##### **(1) Nature of Program.**

(a) The Student Assistant Services of SAS is a service offered by ESBOCES to individual school districts and to the internal ESBOCES programs under the auspices of ESBOCES 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 an administrator in the title of program administrator for human support services.

(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 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 ESBOCES 1 teaching 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 members 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 – Certified and working more than 30 hours (Full time). These instructors shall be included under all the terms and conditions of this Agreement

**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 facilities are basic requirements to insure full utilization of professional skills and services. Since ESBOCES 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 ESBOCES and individual school district principals.

## **ARTICLE 16 - INDEMNIFICATION**

ESBOCES agrees to save teachers harmless from any financial loss, including reasonable attorney's fees arising out of any claim, demand, suit, criminal prosecution or judgment 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**

ESBOCES 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.

## 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 - APPR

ESBOCES and the BEES will continue to negotiate APPR updates as required by law, which the parties agree shall not be incorporated into this Agreement. ESBOCES and BEES agree they will negotiate terms that may be necessary as a function of changes to APPR without requirement to reopen this Agreement.

## ARTICLE 22 - LAG PAYROLL

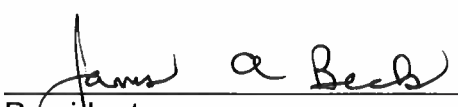

A three (3)-day lag payroll system shall be implemented each September 1.

## ARTICLE 23 - DURATION

This Agreement shall be effective as of July 1, 2019, and shall continue in effect through June 30, 2024, except as otherwise indicated on selected provisions.

## ARTICLE 24 - DRUG AND ALCOHOL

The Union agrees to the alcohol and drug guidelines that have been mutually developed.

<p>BOCES Educators of Eastern Suffolk</p> <p> _____ President</p> <p>Dated: <u>1/30/2019</u></p>	<p>Board of Cooperative Educational Services First Supervisory District of Suffolk County</p> <p> _____ Chief Operating Officer</p> <p>Dated: <u>2/15/19</u></p>
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## Appendix A

### 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. Longevity payments will be made to employees on the September 1st or February 1st immediately following the employee's actual ESBOCES years of service as follows:

3 years	\$	250		
9 years	\$	800	Effective 9/1/2020	\$ 1,000
14 years	\$	800	Effective 9/1/2020	\$ 1,000
18 years	\$	1,600	Effective 9/1/2020	\$ 1,800
23 years	\$	2,500	Effective 9/1/2020	\$ 2,700
28 years	\$	2,500	Effective 9/1/2020	\$ 2,700

2. Longevity payments are cumulative.
3. ESBOCES will track "20 year step indicator" for employees hired on or before June 30, 2014. In cases where "20 year step indicator" is greater than employee's longevity, the employee's "20 year step indicator" will be used to determine eligibility for restructured longevity 18, 23 and 28. The "20 year step indicator" will be determined by the step the employee is on as of June 30, 2014.
4. Employees hired on or after July 1, 1998 are not eligible for the three (3) year longevity increment.
5. An additional incentive of \$1,200 will be granted to those teachers who have been awarded a PH.D. functionally related to their area of employment.
6. Service during the 2011-2012 school year shall not count towards incentive salary increments or career increments.



**Appendix B**

**CONTRACT BETWEEN EASTERN SUFFOLK BOCES**

**AND**

**(NAME OF EMPLOYEE)**

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 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, 2019 through June 30, 2024, you may be eligible for health insurance into retirement under the terms of Article 5(A)(3) of the Collective Bargaining Agreement (CBA) between the Board of Cooperative Educational Services First Supervisory District of Suffolk County (Eastern Suffolk BOCES) and the BOCES Educators of Eastern Suffolk. A copy of said contract (CBA) shall also be provided at time of retirement.

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

\_\_\_\_\_  
Date

## **Appendix C**

### **FLEXIBLE SPENDING ACCOUNT**

During the period of this contract, BOCES Educators of Eastern Suffolk unit employees may elect to participate in up to two 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 Redirection**

- Any premiums teachers pay for group health and dental benefits provided by ESBOCES will be taken from their pay pre-tax. All employees are automatically enrolled.
- For the period of this contract, health and dental premiums are the only two insurance policies eligible for inclusion in the Premium Redirection.

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

- Teachers may choose to fund this account up to the maximum permissible pursuant to IRS regulations to be used for pre tax payment of reimbursable medical expenses. This amount may vary annually
- Claims may be made for payment of funds from this account once every two months.
- 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.
- Funds not utilized by year's end will be treated in accordance with Internal Revenue Service law.. 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, ESBOCES maintains the right to withhold any uncollected committed funds from the employee's final payment of service.

### Account No. 3 - Dependent Care Reimbursement

- 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.
- Maximum deposit to this account is determined by the Internal Revenue Service.
- Payment from this account can only be made for services provided by individuals or organizations with federal identification numbers.
- Payments from this account will be made on a monthly basis.

## **Appendix D**

### **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 unit employee may join the Sick Bank by contributing one sick day. Employees may join the Bank within the first two calendar months of becoming

unit employees. If, however, a unit employee chooses to join the Bank after that time, there will be a one year waiting period before the employee 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 Chief Operating 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 Chief Operating, or his designee. A Standing Committee to advise the Chief Operating Officer on the operation of the Sick Leave Bank shall consist of two unit employees and two Administrators. The President of the Teachers Association shall appoint two employees of the Teacher staff and the Chief Operating 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 Chief Operating 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.

## Appendix E

### **PAYMENT FOR RETIREMENT AND/OR ANNUAL SICK SELLBACK:**

**I No Cash Option:** The Retirement Payment set forth in Article 4 and Article 6 is an employer non-elective contribution and no employee may receive cash in lieu of or as an alternative to the non-elective contribution described herein.

**II. Contribution Limitations:** In any applicable year, the maximum Employer Contribution shall not cause an employee's 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees' 403(b) account, the Contribution Limit shall be based on the employee's compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

a. For all employees in the New York State Teachers' Retirement System ("TRS") with a membership date before June 17, 1971, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the Internal Revenue Code are fully met through payment of the Employer's Non-Elective Contribution; and

b. For all employees in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all employees in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the

Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code. If the employee dies prior to the final payment being made as set forth above, the Employer shall remit the balance of the amount due to the employee's estate.

III. **403(b) Accounts.** Employer contributions shall be deposited into the 403(b) account of each recipient employee. As a condition precedent to receiving the employer contribution, the employee is required to open a 403(b) account. No employee shall receive this employer contribution unless and until the employee opens a 403(b) account. Agents from Participating Service Providers in the 403(b) Plan will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. OMNI will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to OMNI by the District. Upon the request of the District, OMNI agrees to provide the Employer with their standard hold harmless agreement.

IV. **Tier I Adjustments.** Tier I employees with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.

\*\*\*\*Explanation for TRS Categories: Under Education Law § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I employee's last five years final average salary (upon which an employee's life-time pension is in part calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such an employee would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC § 415.

The final average salary of all other employees of the TRS (i.e., all TRS employees with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer's post-retirement payment into the employee's 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum Contribution Limits of IRC § 415, is more advantageous for those members.