

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT BY AND BETWEEN THE

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

AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION
ADULT NURSING INSTRUCTORS UNIT**

July 1, 2020 - June 30, 2028

ARTICLE 1 - THE AGREEMENT

A. Recognition

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County, hereinafter referred to as "ESBOCES," recognizes the Civil Service Employees Association, Adult Nursing Instructors Unit, hereinafter referred to as the "Union," as the representative of the employees, for the purpose of collective negotiations under the Public Employees Fair Employment Act. The negotiating unit shall consist of adult nursing instructors who receive contracts for more than 600 hours during the ESBOCES fiscal year.

B. Duration

This Agreement shall be effective from July 1, 2020 through June 30, 2028.

C. Priority of Agreement

1. Where the provisions of this Agreement are in conflict with ESBOCES policy or procedures, this Agreement shall govern, except as provided by law.
2. Nothing herein shall be construed to deny or restrict the rights of any employee or the rights of ESBOCES under the New York State Education or Civil Service Laws or any other applicable laws and/or regulations. The rights granted hereunder shall be deemed in addition to those provided elsewhere.
3. If any provision of this Agreement is or becomes invalid or legally unenforceable, all other provisions of this Agreement shall survive in full force and effect.
4. This agreement contains all aspects of the parties' agreement. All others are reserved to ESBOCES under policy, law, or management rights.

D. 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 2 - STATUS AND RIGHTS

A. Non-Discrimination

It is the policy of ESBOCES to provide equal employment opportunity to all persons without regard to race, color, religion, creed, national origin, ancestry, disability that can be reasonably accommodated without undue hardship, sex, sexual orientation, pregnancy, marital status, age, citizenship, veteran status, and status as a victim of domestic violence, or any other legally protected status.

B. Payroll Deductions

1. ESBOCES will deduct from pay, dues as designated by the Union for membership dues in the Union on the basis of individually signed Deduction Authorization Cards. Such dues will be forwarded to the Secretary/Treasurer of the Union. Unit employees who wish to withdraw their Deduction Authorization Cards for dues deductions must follow the instructions on the Dues Authorization Card.
2. In case earnings for any period are insufficient to cover dues, payment for such dues shall be made by the employee directly to the Union.
3. The Union shall indemnify and save ESBOCES harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by ESBOCES pursuant to Section B this Article 2.

C. Agency Fee

ESBOCES shall deduct from the wages of employees in the bargaining unit who are not members of CSEA an amount of money equivalent to the dues levied by the Union and shall transmit the sum deducted to the Union. Such agency fee deductions shall be made in the same procedure and manner as the regular dues deductions.

D. Visitation

1. A Union representative may enter a school or building for union business upon prior notice to the Program Administrator or designee.
2. The Union representative shall not interrupt services. It is expected that entry will be after working hours, barring extraordinary circumstances, in which case prior approval will be sought.
3. The Union shall advise the Assistant Superintendent of Human Resources of the names of those representatives servicing ESBOCES unit.

4. The Union will not be permitted to post notices or make visitations at clinical sites.
5. Within thirty (30) days of providing the notice of a new employee to the Union, ESBOCES will allow the Union to meet with the new employee for a reasonable amount of time, not to exceed forty-five (45) minutes, during his or her working time. There shall be no charge to the leave accruals of either the new employee or Union representative for such meeting. ESBOCES' representative shall not be permitted to attend the meeting unless specifically requested by the Union.

E. No Strike

In accordance with the provisions of Chapter 392 of the Laws of 1967 (Public Employees Fair Employment Act), and to encourage and promote effective and harmonious relationships and advance the cause of public education for ESBOCES, the Union pledges that it will not assist or participate in a strike, or impose an obligation to conduct, assist, or participate in a strike pursuant to Section 208(3)(8) of the Act.

F. Copies of Agreement

ESBOCES will provide the contract at its expense in sufficient quantity for distribution to all members.

G. Management Rights Clause

ESBOCES is charged by law to have in all respects the superintendence management and control of ESBOCES. Nothing contained herein is intended, nor shall it have the effect of abridging or violating the rights accorded to or imposed upon ESBOCES by the Education Law of the State of New York, except as expressly set forth herein.

H. Discharge Procedure

Adult nursing instructors who have been employed by ESBOCES for at least one (1) year as members of the bargaining unit and who are discharged shall be entitled to meet with Executive Officer or designee to discuss the reasons for the discharge. The determination of the Executive Officer shall be final and binding.

ARTICLE 3 - PROFESSIONAL STATUS AND RIGHTS

A. Assignments

1. The parties recognize that the positions of Adult Nursing Instructors are hourly employees subject to annual reappointment.
2. Provided an instructor's prior performance is satisfactory and his/her qualifications remain appropriate to their assignment, annual reappointment for the September through the completion of the full year program will be made on a seniority basis.
3. In no event shall employees working under a September to the completion of the full year program contract assume other contracts or additional assignments which would conflict in any way with their original responsibility of their September to the completion of the full year program
4. Seniority shall be measured from the first day of employment with ESBOCES as a contract employee, however, accumulated seniority time shall exclude interrupted service due to any unpaid leaves of absence.
5. The nature and location of assignments shall remain the prerogative of ESBOCES.
6. The Teacher Coordinator will report for service one-week before the instructional staff.

B. Evaluation

Employees shall be observed periodically and evaluated annually. These evaluations will include, but not be limited to, cognitive, technical and interpersonal skills and each member shall receive copies thereof. These evaluations will be presented to the clinical facility upon written request.

C. Termination of Services

An instructor who desires to terminate his/her services shall file a written notice thereof with the District Superintendent at least thirty (30) days prior to the date of such termination of services.

D. Personnel Folders

Unit members shall have the right to examine their personnel files (under the supervision of the Office of Human Resources), upon providing reasonable notice.

E. No Tenure

The parties agree that positions of adult nursing instructors are appointments at will and not probationary appointments leading to tenure.

ARTICLE 4 - WORKING CONDITIONS

A. Work Day/Employment Period

1. Adult nursing instructors covered by this Agreement shall have a workday of seven and one-half (7½) hours inclusive of one-half (1/2) hour for unpaid lunch, and one hour for preparation such as work-related paperwork, conferences with students, preparation of next day's lesson, and all other professional responsibilities associated with program needs including, but not limited, to conferences with students and interviews of prospective students. The work day will be from 7:30 a.m. to 3:00 p.m. Exceptions to preparation time may be made in special circumstances, and with the agreement of the program administrator, on an individual basis.

Adult nursing instructors covered by this Agreement are also required to attend a minimum of one open house or career night or financial information night annually. Attendance will be paid at their regular hourly rate of pay. Adult nursing instructors may volunteer for the open house date they prefer to attend. If coverage for an open house is inadequate, adult nursing instructors will be assigned to open house dates in seniority order.

2. The unit members shall be employed for the period specified in their individual employment agreement which shall be executed for each assignment. An agreement for 980 hours or more shall include five (5) hours of orientation and designated holidays.
3. The Program Administrator shall meet and confer with the Union concerning the September-through-the-completion-of-the-full-year program calendar before it is published.

B. Uniforms

ESBOCES shall allocate \$250 per year for each full-time nurse for uniforms. Uniforms are defined as whites only and clinical shoes (no sneakers). Reimbursement will occur upon presentation of a paid receipt.

C. Coverage for Clinical Absences

Students will be sent to a theory class in a school setting under the supervision of a substitute. Lesson plans must be on file and available for substitutes at the start of each rotation. Clinical time will be made up upon the clinical instructor's return.

D. Educational Incentive

A one-time payment of \$600 shall be paid for successful completion of every approved six (6) semester hours taken in matriculated status at an approved school at the undergraduate level. Undergraduate courses required for certification are the only undergraduate courses available for this reimbursement. A one-time payment of \$900 shall be paid for successful completion of every approved six (6) semester hours taken in a matriculated status at an approved school at the graduate level. There shall be a maximum of six (6) hours per year and forty-five (45) semester hours in total. Credits completed in any one year in excess of six (6) may be carried into the following fiscal year. These courses are to be submitted to the program administrator for approval prior to enrollment.

E. Program Calendar

The Union may submit feedback to the Program Administrator before the publication of the September-through-the-completion-of-the-full-year program calendar.

ARTICLE 5 - COMPENSATION

A. Wages

July 1, 2020 - 2.00%
July 1, 2021 - 2.00%
July 1, 2022 - 2.00%
July 1, 2023 - 2.00%
July 1, 2024 - 2.00%
July 1, 2025 - 2.00%
July 1, 2026 - 2.00%
July 1, 2027 - 2.00%

No later than September 1 of the last year of the existing Agreement, the parties will enter into good faith negotiations over a successor Agreement covering the following school year.

B. Stipend

1. Anyone employed by ESBOCES as of June 30, 2002 and possessing a BA/BS as of June 30, 2002 will continue to receive \$200 annually. Anyone hired July 1, 2002 or after, or not possessing a BA/BS as of July 1, 2002, will not receive a BA/BS stipend.

2. Anyone possessing or attaining a MA/MS will receive a stipend of \$450 annually.
3. Starting on July 1, 2022, any unit members employed by ESBOCES who are designated by ESBOCES as a Clinical Instructor or Theory Instructor, will receive a \$1,200 annual stipend. Clinical and Theory instructors shall receive this one stipend only.
4. The Teacher Coordinator shall receive an annual stipend of \$1,200.

C. Longevity

Pro-rated longevity payments will be made starting on the July 1, 2022 following the employees three years of service as follows:

3 years	\$ 1,200
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ARTICLE 6 - EMPLOYEE BENEFITS

A. Tax Sheltered Annuity

Employees may participate in a tax sheltered annuity plan through payroll deduction provided the payroll system employed by ESBOCES can accommodate this service.

B. Sick/Family and Personal Leave

1. Employees will be credited with one day of sick/family time for each working month of employment. Each employee may accumulate sick/family time to a maximum of one hundred fifty (150) days. Family sick days may be used when an employee's minor child is sick.

A medical note and clearance to return to work will be required for absences of three (3) or more consecutive days if the employee is sick. A medical note documenting the minor child's illness will be required for absences of three (3) or more consecutive days to care for an employee's minor child.

2. Employees will be credited with two (2) personal days per year. An application to use one or more personal days shall be submitted to the employee's supervisor in advance, if possible, and shall describe the reason(s) a personal day is needed. Unused personal time will convert to sick days on June 30th of each year. Employees will be credited with one (1) additional day per year for Personal Leave without reason.
3. Employees shall be entitled to receive up to one (1) year leave of absence without pay due to illness of the employee or a member of the employee's immediate family. Medical verification, if requested, shall be provided. All

requests shall be in compliance with the Family Medical Leave Act.

4. Emergency Leave, Death in the Family

In the case of a death in a unit member's immediate family, up to five (5) consecutive days shall be granted, and in the case of a death other than in the immediate family, up to three (3) consecutive days shall be granted, if needed. "Immediate family" means spouse, child, parent, brother, sister, mother-in-law or father-in-law. "Other than immediate family" means grandparents, sister-in-law, brother-in-law, niece, nephew, aunt, uncle, or any other relative who resides in the unit member's household.

An employee may request unused sick leave be converted to Personal Days for documented emergency situations as defined on the Personal Day Request form.

5. Educational Leave

Employees shall be eligible to apply to the Associate Superintendent for Educational Services, or his/her designee, for a leave of absence without pay for up to one year for educational purposes.

C. Child Rearing

1. An employee may be granted, upon written request, a child rearing leave, which shall include the use of sick days for a period of medically attended disability immediately followed by unpaid child rearing leave of up to two (2) years.
2. Requests for child bearing/rearing/adoption leave shall be made at least 60 calendar days before the commencement of the leave. An employee on leave shall notify the Executive Officer, in writing, at least two months prior to the end of the leave regarding the intentions of returning to a position with ESBOCES. Time on unpaid leave shall not be counted toward seniority.
3. If it is the intent of the employee to not return upon the completion of the leave, the employee shall submit a letter of resignation with the effective date of the conclusion of the leave just completed. Failure to provide the notice required or to return upon the expiration of the leave shall be deemed to be an abandonment of the position.
4. The preceding child rearing leave provisions shall be consistent with New York State and Federal Law.

D. Adult Education Program

Unit members are eligible for enrollment in ESBOCES Adult Education Program courses on a space available basis at one-half (1/2) the normal tuition if the course is pertinent to their area and approved by the Program Administrator for Health Careers.

E. Holidays

Adult nursing instructors hired for the September through the completion of the full year program shall receive up to thirteen (13) holidays provided the program is closed and provided the employee is scheduled to work immediately before and after the holiday.

F. Jury Duty

All employees summoned to serve on jury duty during the contractual time period of their employment shall be paid the difference between their regular pay and their jury duty fees for the time necessary to serve on the jury duty.

G. Workers' Compensation Deduction

ESBOCES shall deduct one (1) day sick leave for each two (2) days of absence due to a Workers' Compensation injury. Upon exhaustion of accumulated leave days, the employee shall apply for disability and all salary payments will cease from ESBOCES.

H. Mileage Allowance

ESBOCES shall compensate employees for required travel connected with their employment at the I.R.S. rate currently in effect. This shall include travel to meetings required by management. Reimbursement shall be in accordance with Board Policy.

I. Personal Injury

1. Whenever a member not covered by the disability clause is absent as a result of personal injury caused by students or parents occurring in the course of employment, the member shall be paid full salary (less the amount of any worker's compensation award) for a period of up to one (1) year and no part of such absence shall be charged to annual or accumulated sick leave. On request, the employee shall provide a doctor's statement verifying such injury. The ninety (90) calendar day waiting period under the save harmless provision shall be defined as the ninety (90) calendar day period immediately following the injury.
2. Full-time members covered by the disability insurance clause who are

absent as a result of personal injury caused by students or parents shall use accumulated sick leave to cover the ninety (90) calendar day waiting period. If accumulated sick leave is insufficient, ESBOCES will hold the member harmless from salary loss during this period.

ARTICLE 7 - INSURANCE

A. Group Health Insurance

1. ESBOCES will pay eighty percent (80%) of employees' premium cost for individual or family health coverage provided they are not eligible for comparable coverage from another source.

Comparability shall be decided by the ninety (90%) percent rule governing benefits and member costs.

Employees eligible for health care from ESBOCES may redeem that coverage at the rate of \$2,500 annually.

NYSHIP and East End Health Plan shall be the only health plans offered by ESBOCES to members eligible for health insurance coverage through ESBOCES.

2. Unit members who lose coverage from the other source shall be entitled to participate in the ESBOCES' Health Plan, in accordance with the terms of the plan, effective the first day of the following month.
3. An employee who gains eligibility for alternative coverage during employment (*i.e.*, through marriage or other circumstances) shall not be eligible for District coverage provided, however, that such coverage meets the ninety (90%) percent comparability rule. The obligation to notify ESBOCES rests with the employee.
4. ~~ESBOCES reserves the right to change insurance carriers provided the benefits are comparable.~~
5. To be eligible for year-round health insurance, an employee must be available to do contract work from September 1 through the completion of the full year program.
6. Employees who are unavailable for contract work from September 1 through the completion of the full year program shall have health insurance only for the period the employee is available.
7. The waiver/buyout program shall additionally be available only to unit members who are eligible for coverage and have employer-sponsored coverage other

than through the New York State Health Insurance Plan (NYSHIP). The buyout period shall run from January 1st through December 31st of each year. The option to elect the buyout shall be presented on an annual basis in the month of November.

Employees who elect the buyout 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 elected the buyout experiences a qualifying event and wishes to enroll in NYSHIP before the end of the buyout period, the employee must provide ESBOCES with adequate documentation upon request by ESBOCES, that a qualifying event has occurred.

B. Group Life Insurance

1. Employees may participate in a group life insurance plan. The premium for this plan may be paid through payroll deduction.
2. ESBOCES shall pay 100% of the premium for a forty thousand dollar (\$40,000) term life insurance policy for each unit member.
3. An additional \$25,000 of term life insurance shall be available to the unit members to purchase at his/her own cost upon approval of the insurance carrier.
4. Unit members shall have the right to purchase life insurance into retirement at the retiree group rate at their own cost, subject to the conditions and approval of the insurance company.

B. Dental Plan

ESBOCES will provide individual dental insurance coverage to participating unit members and shall pay 100% of an employee's premium cost. ESBOCES shall also pay 50% of the cost for dependents and the employee will pay 50%.

C. Disability Insurance

A long term disability insurance policy will be provided and paid for by ESBOCES for all full time members, which will provide up to 66 2/3% of the current salary to a maximum of \$7,000 per month (inclusive of any other benefits). (Some exceptions may present themselves for certain types of illness such as psychological disorders as determined by the policy.) There shall be a waiting period of ninety (90) calendar days, or at the exhaustion of accumulated sick/vacation/personal time, whichever is greater.

D. Optical Plan

An optical plan offered by the CSEA Employee Benefit Fund will be made available to all full-time employees. The cost to ESBOCES shall not exceed 80% of the optical plan premium per year per member enrolled up to a maximum cost to ESBOCES of \$250 per year per member enrolled effective July 1, 2015.

E. Health Insurance Into Retirement

Health insurance into retirement be provided after ten (10) years' service (individual coverage) or twenty (20) years' service (family coverage).

Employees who retire shall be eligible for health insurance into retirement provided they are not eligible for comparable coverage from another source. Comparability shall be determined in the same manner and on the same terms as used for active unit members. Employees shall pay the same percentage of the individual or family insurance premium in retirement as the unit member paid as of his/her last day of service. To be eligible for retirement health insurance, said employees must resign for purposes of retirement within five (5) years of their eligibility to retire under the New York State Employees' Retirement System..

ARTICLE 8 - GRIEVANCE PROCEDURE

Any disputes arising concerning the interpretation or application of the terms of this contract, or rights claimed to exist thereunder, shall be the subject of a grievance and shall be processed and resolved in accordance with the following:

A grievance must initially be filed within 30 working days of its occurrence or within 30 working days when the employee knows or should have known of its occurrence.

A. Immediate Supervisor and Executive Officer Designee

1. An employee having a grievance may discuss it with the immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally.
2. In the event such grievance is not satisfactorily adjusted within ten (10) working days from the initial discussion with the supervisor, it may be presented, in writing, to the designee of the Executive Officer for review and disposition.

B. Executive Officer

1. If the employee is not satisfied with the written decision of the Executive Officer's designee, the employee may, within ten (10) working days, present the grievance to the Executive Officer together with copies of the written

decision.

2. Within ten (10) working days, the Executive Officer shall hold a meeting with the employee or a representative and other parties.
3. The Executive Officer shall transmit a decision, in writing, to the employee within ten (10) working days after the conclusion of the meeting.
4. In the event such decision is not satisfactory to the aggrieved party, the party, within a period of ten (10) workings days, may make a request for advisory arbitration to a mutually acceptable arbitrator or to a member of the American Arbitration Association.

C. Advisory Arbitration

1. The arbitrator shall meet with the parties as soon as possible after appointment as arbitrator.
2. The arbitrator shall provide advice and suggestions, which shall be transmitted to the Union and the Executive Officer.

D. Board of Cooperative Educational Services

1. If the grievance is not resolved, the grievance shall be submitted to the Board of Cooperative Educational Services, which shall be within thirty (30) working days after receiving the response to the arbitrator's advice and suggestions by the Executive Officer.
2. Within ten (10) working days after the Board review, it shall submit a decision on the grievance in writing. Such decisions shall be final and binding.

ARTICLE 9 - MISCELLANEOUS

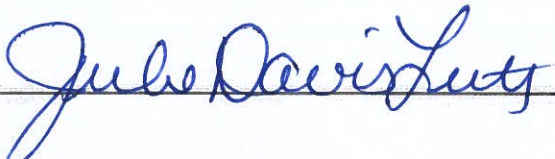
- A. The District Superintendent may direct any unit member to submit to a medical examination in order to determine his/her physical or mental capacity to perform his/her duties for matters when a delay of more than 48 hours might have an effect on the results of the examination.
- B. Retroactive wage payments as a result of execution of this Agreement shall be paid only to employees who are members of the Adult Nursing Instructors Unit at the time of execution of this Agreement. For employees enrolled in the Group Health Insurance Plan, retroactive employee contributions to the Group Health Insurance shall be subtracted from the individual's retroactive wage payment. For employees who chose to redeem coverage, the retroactive difference in the redemption rate for coverage will be subtracted from the

individual's retroactive wage payment.

C. All employees shall be paid by direct electronic deposit.

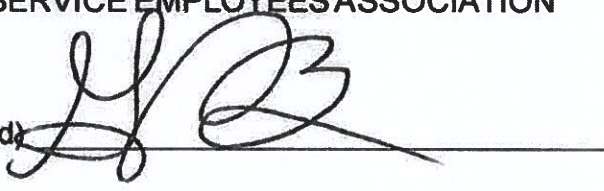
WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

BOARD OF COOPERATIVE EDUCATIONAL SERVICES FIRST SUPERVISORY DISTRICT
SUFFOLK COUNTY, NEW YORK

(Signed) 

Dated: 6/30/22

CIVIL SERVICE EMPLOYEES ASSOCIATION

(Signed) 

Dated: 6/27/22