

BY AND BETWEEN THE

**BOARD OF COOPERATIVE  
EDUCATIONAL SERVICES  
FIRST SUPERVISORY  
DISTRICT OF SUFFOLK COUNTY**  
*(EASTERN SUFFOLK BOCES)*

AND THE

**UNITED PUBLIC SERVICE  
EMPLOYEES UNION**

**July 1, 2018- June 30, 2024**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 PREAMBLE	1
ARTICLE 2 RECOGNITION	1
ARTICLE 3 CONDITIONS OF EMPLOYMENT	1
A. Present Conditions of Employment	1
B. Seniority	1
C. Agency Fee	2
D. Non-Competitive/Labor Class Hearings	2
E. Personnel File Review	2
F. Foul Weather Gear	2
G. Hazardous Materials Training	2
H. Adult Education Program	2
I. Union Notices	2
J. Vehicle Assignment	2
K. Custodial Work	3
ARTICLE 4 COMPENSATION	3
A. Salary	3
B. Starting Salaries	3
C. Prorated Salaries	3
D. Alternate Pay Plan	4
E. Overtime	5
F. Night Differential	6
G. Medical Differentials	6
H. Stipends	6
I. Direct Deposit	7
J. Longevity	7
K. Fill-In Pay	8
L. Salary Adjustments	8
M. Call In Pay	8
N. Uniforms	8
O. Promotional Increases	9
P. Educational Assistance	9
1) Educational Incentive	9
2) Semester Hours	10

**TABLE OF CONTENTS**  
**(continued)**

	<u>Page</u>
3) Incentive Payroll	11
4) Non-Matriculated Courses	11
5) Business Administration	11
6) Non-Matriculated Courses	11
 ARTICLE 5 INSURANCES	 12
A. Health Insurance	12
1) Group Health Insurance	12
2) Group Health Insurance For Employees Hired After August 27, 1992	 13
3) Health Insurance Into Retirement	13
B. Eligibility Date	14
C. Health Insurance for Part-Time Unit Members	14
D. Domestic Partner	14
E. Group Life Insurance	14
F. Tax-Sheltered Annuity	15
G. Dental Plan	15
H. Disability Insurance	15
I. Optical Plan	15
J. Credit Union	15
K. Ten month employees benefits	15
L. Liability Policy	16
M. Personal Injury	16
N. Personal Property	16
 ARTICLE 6 LEAVES	 16
A. Leave Allowance	16
1) Sick and Personal Leave	16
2) Workers' Compensation Deduction	17
3) Serious Illness, Family	17
4) Physicians Note	17
5) Terminal Leave	18
6) Bereavement Leave, Death in the Family	19

**TABLE OF CONTENTS**  
**(continued)**

	<u>Page</u>
7) Critical Illness Days	19
8) Excessing	19
B. Sick Leave/Sell Back	20
1) Sick Leave Sell Back	20
2) Waiver of Claim	20
3) Eligibility	20
C. Sick Leave Bank	20
1) Sick Leave Bank	20
2) Level of Benefits	20
3) Membership	21
4) Administration of the Sick Leave Bank	22
5) Use of Sick Leave Bank	22
6) Repayment	23
7) Termination of the Sick Leave Bank	23
D. Vacation Time	23
1) Absence Request Form 8004F.5	23
2) Ceasing Employment	23
E. Vacation Accrual	23
1) Accrue	23
2) Maximum Accrual	23
3) Estate of Employee	23
F. Leave with Pay	24
1) Release Time	24
2) Staff Visitation	24
3) Professional In-Service Day	24
G. Child Rearing Leave	24
H. Jury Duty	25
I. Educational Leave of Absence	25
J. Personal Leave	25
K. Notice of Retirement	25
ARTICLE 7 WORK DAY/WORK YEAR	25
A. Holidays	25
1) Number of Days	25
2) Calendar	25
3) Work Calendar	25
4) Monday Holidays	26
B. Summer Schedule	26
1) Summer Calendar	26

**TABLE OF CONTENTS**  
**(continued)**

	<u>Page</u>
2) Summer Work Hours	26
3) Summer Stipend	26
C. Holiday Week Work Hours	26
D. Lead Nurse and Lead Therapist(s)	26
E. Maintenance Workers	26
 ARTICLE 8 TRANSFERS AND PROMOTIONS	 27
A. Vacancies, Promotions and New Classifications	27
1) Notification	27
2) Transfers	27
3) Upgrade of a Position	27
4) New Classification	28
B. Scheduling of Maintenance Personnel	28
 ARTICLE 9 JOB DESCRIPTIONS	 28
 ARTICLE 10 GRIEVANCE AND ARBITRATION	 28
A. Grievance Procedure	28
1) Grievance	28
2) Immediate Supervisor	29
3) Director, Assistant Superintendent or Deputy Superintendent	29
4) Chief Operating Officer	29
5) Advisory Arbitration	30
6) Board of Cooperative Educational Services	30
 ARTICLE 11 MISCELLANEOUS	 30
A. Non-Discrimination	30
B. Visitation	30
C. Early Dismissal/Cancellation	31
D. Mileage Reimbursement	32
E. Credit/Recognition	32
F. Therapists' Assignment (Summer Program)	32
G. Assignment of OT/PT Personnel	32
H. Choice of Shifts	32
I. Subcontracting/Overtime	32
J. Copies of Contract	33
 ARTICLE 12 TAYLOR LAW NOTICE	 33
 ARTICLE 13 DURATION OF AGREEMENT	 33
 APPENDIX A	 

APPENDIX B

APPENDIX C

## **ARTICLE 1 - PREAMBLE**

In order to effectuate the provisions of Chapter 392 of the Laws of 1967, Public Employees' Fair Employment Law, Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Board of Cooperative Educational Services of the First Supervisory District of Suffolk County (Eastern Suffolk BOCES or ESBOCES) and Eastern Suffolk BOCES, Unit 2, represented by The United Public Service Employees Union, here and after referred to as "the Union" or "the UPSEU," the following Contract shall be entered into.

## **ARTICLE 2 - RECOGNITION**

The Board of Cooperative Educational Services, First Supervisory District recognizes the United Public Service Employees Union, as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all employees whose titles appear in Appendix A of Contract, with the exception of the Office Assistant, Principal Stenographers and Senior Stenographers in the Offices of the District Superintendent, Executive Officer, and Chief Operating Officer; the Principal Stenographers, Principal Account Clerks, Senior Account Clerks working for the Assistant to the Assistant Superintendent for Human Resources; Secretary to the Deputy Superintendent; Secretary to the Director of Administrative Services; and Secretaries to the Assistant and Associate Superintendents. Should Civil Service change the name of any title herein, the parties agree that the changed name shall be substituted. Part-time employees (those who work less than 50% of the time worked by a regular full-time employee in that same job title) are excluded from the bargaining unit.

## **ARTICLE 3 - CONDITIONS OF EMPLOYMENT**

### **A. PRESENT CONDITIONS OF EMPLOYMENT**

Any terms or conditions of employment currently in effect that are more beneficial than those provided for in this contract will remain in effect for the duration of this contract unless changed by mutual agreement.

### **B. SENIORITY**

For the purpose of this Agreement, seniority shall be defined as length of continuous service, based on the original date of permanent appointment of any employee covered by this Agreement and shall be used for purposes of determining preference in vacation scheduling and layoff and recall. In cases of layoffs, the Suffolk County Civil Service Rules and Regulations shall apply to all employees covered by this Agreement.

### **C. AGENCY FEE**

In the event that agency fee deductions become permissible under New York State and



Federal law, ESBOCES shall implement such deductions in accordance with the language set forth in the collective bargaining agreement that expired on June 30, 2018, modifying such language as necessary to comply with applicable law. Dues deductions shall be deducted in the current manner.

D. NON-COMPETITIVE/LABOR CLASS HEARINGS

Non-competitive and labor class employees who have been employed by the ESBOCES for at least two consecutive years on a full-time basis, and who are discharged shall be entitled to a hearing before the Chief Operating Officer or designee. The determination of the Chief Operating Officer shall be final and binding.

E. PERSONNEL FILE REVIEW

Unit members retain the right to examine their personnel files, upon providing reasonable notice.

F. FOUL WEATHER GEAR

The BOCES shall maintain in each building two sets of foul weather gear (rubber jacket, rubber boots, rubber pants) for use by custodial and maintenance personnel.

G. HAZARDOUS MATERIALS TRAINING

Custodial and maintenance workers who are required to work with hazardous materials shall receive proper training in handling such materials.

H. ADULT EDUCATION PROGRAM

Unit members are eligible for enrollment in Eastern Suffolk BOCES Adult Education Program courses on a space available basis at one-half the normal tuition.

I. UNION NOTICES

The "UPSEU" representatives shall have the right to display union related notices on at least one bulletin board in each facility.

J. VEHICLE ASSIGNMENT

1) ESBOCES may assign official vehicles to members of the Bargaining Unit who also use the vehicle to commute between home and work. ESBOCES retains the right to make and take away the assignment of said vehicles as determined by the needs and/or best interests of the agency.

2) Employees who are regularly assigned to work two or more locations will determine their daily deduct for the month, by taking the round trip mileage from their home to



their closest assignment of the month. Their reimbursement for each day shall then consist of their daily round trip door to door mileage less their daily deduct.

K. CUSTODIAL WORK

The settlement agreement dated December 1, 2015 shall be attached to this Agreement and is hereby incorporated into this Agreement as Appendix B.

**ARTICLE 4 - COMPENSATION**

A. SALARY

All current employees shall receive salary increases as follows:

Effective July 1, 2018	2% + adjustment of \$500
Effective July 1, 2019	2% + adjustment of \$500
Effective July 1, 2020	2.25% + adjustment of \$700
Effective July 1, 2021	2.25% + adjustment of \$700
Effective July 1, 2022	2.25% + adjustment of \$800
Effective July 1, 2023	2.25% + adjustment of \$800

Retroactive wage payments will be paid solely to: (i) active ESBOCES employees who are in the bargaining unit at the time the Agreement has been ratified by both parties, (ii) former ESBOCES employees who resigned for retirement purposes on or after July 1, 2018 and before the Agreement has been ratified by both parties, and (iii) employees who resigned to take a different position with the Agency on or after July 1, 2018 and before this Agreement has been ratified by both parties. For example, employees who resigned for reasons other than retirement or were terminated or who resigned to avoid discipline are not eligible to receive retroactive wage payments.

B. STARTING SALARIES

Seventy-five (75%) percent of the increases and adjustments set forth in Section A shall be applied to all minimums set forth in Appendix A in each year of the Agreement. During the initial 6 months of employment, a new employee shall be paid at the rate of \$500 less than the then current minimum salary for the level, that shall be effective through September 26, 2020.

C. PRORATED SALARIES

Ten month employees, excluding medical personnel, shall receive a pro-rata portion of the annual salary for their position in Appendix A.

D. ALTERNATE PAY PLAN

Ten month employees shall have the option of an alternate pay plan that provides a pro-

ration of their ten month salary over twelve months, but with a lump sum payment in June to cover the balance of their salary.

E. OVERTIME

1) Time and one-half shall be paid to full-time employees after seven (7) hours in a work day and after thirty-five (35) hours in a work week. Time and one-half shall be paid to part-time employees after the first eight (8) working hours in a work day.

2) Overtime compensation may be in cash or in compensatory time at the discretion of the employee. However, if an employee requests compensatory time, management has the right to approve or disapprove the time requested.

3) Each employee working overtime shall designate on forms provided by ESBOCES whether he/she wishes to be paid for such overtime or if in the alternative he/she wishes to be provided compensatory time in lieu of such pay. If compensatory time is selected, no pay will be provided unless such employee severs employment for any reason with Eastern Suffolk BOCES. Timesheets for overtime worked shall be submitted by each member with the bi-weekly timesheets for regular working hours and within the payroll period during which work is performed but in no event later than thirty (30) days from the date the overtime work is performed.

4) An employee electing compensatory time for overtime work must utilize such compensatory time accrued during each period set forth below the dates provided below:

Compensatory time accruing during the months of January, February, March must be utilized by April 30<sup>th</sup>.

Compensatory time accruing during the months of April, May, June must be utilized by July 30<sup>th</sup>.

Compensatory time accruing during the months of July, August, September, must be utilized by October 31<sup>st</sup>.

Compensatory time accruing during the months of October, November, December must be utilized by January 31<sup>st</sup>.

Subject to the above, unit employees may accumulate and carry a maximum of 52.5 hours of compensatory time.

5) A minimum of one quarter (1/4) day must be requested for usage of compensatory time.

6) TEXTBOOK PROGRAM

a) Due to the specific nature of work performed by employees employed in the ESBOCES Textbook Program and subject to the stipulations set forth in (3) above, Textbook Program employees may accumulate and carry a maximum of 105 hours of compensatory time and must utilize such accrued compensatory time as set forth below:

b) Compensatory time accrued during the period April 15<sup>th</sup> through September 15<sup>th</sup> must be utilized by April 15<sup>th</sup> of the following year. Each Textbook Program employee shall be required to submit by October 15<sup>th</sup> of each year a plan of action providing dates in which he/she shall utilize accrued compensatory time on the books as of September 15<sup>th</sup> of that year. The parties recognize that it may be necessary to modify selected dates after submission due to unforeseen circumstances of the employee or department.

c) Compensatory time accrued by Textbook Program employees during the period September 15<sup>th</sup> through December 31<sup>st</sup> must be utilized by January 31<sup>st</sup> and compensatory time accruing from January 1<sup>st</sup> through April 15<sup>th</sup> must be taken by May 15<sup>th</sup>.

7) To insure an appropriate central office record keeping of accumulated compensatory time, BOCES shall implement a program to effectuate same.

8) Recorded time not utilized by the respective dates will be compensated in money.

9) An employee will not be permitted to simultaneously take a vacation day from one appointment position at ESBOCES in order to work at another appointed position at ESBOCES.

10) Any employee who works more than 3.5 hours continuous overtime would be entitled to a fifteen minute paid break.

F. NIGHT DIFFERENTIAL

1) A 5% differential shall be added to the base salary for employees working the second shift (4 pm-12 am). Effective July 1, 2019, the differential shall be 7.5%. Effective July 1, 2020, the differential shall be 10%.

2) A 10% differential shall be added to the base salary of employees working the third shift (12 a.m - 8 a.m.).

3) Night differential shall be paid for a shift which is half or more after 4:00 p.m. or half or more after midnight.

a) If more than half the work hours are in the day shift, there is no differential.

b) Night differential shall remain in effect during brief periods of change to day time hours when requested by management (*i.e.* school vacations or summer).

#### G. MEDICAL DIFFERENTIAL

1) Eligible OT's/PT's shall have the following differentials included as part of their annual base wages:

a) Therapists with a certificate in OT or PT shall receive \$500.

b) Therapists with a Bachelor's Degree in OT or PT or a Master's in OT or PT shall receive \$2,750.

c) Therapists with a doctorate in OT or PT shall receive \$4,000.

d) All of the differentials in (b) through (c) are not cumulative or pyramiding. Only one differential shall be paid at any given time based on the educational requirements contained in (b) through (c) above.

e) Upon hire, OT's and PT's shall be entitled to \$200 for each year of prior service, to a maximum of \$800. Such money shall be included into the unit member's base salary.

2) Each Registered Nurse shall have the following differential included as part of his or her base wages: \$1,750 for a Bachelor's Degree, and another \$1,750 upon completion of a Master's Degree.

#### H. STIPENDS

1) OT's and PT's who supervise OT/PT assistants shall receive an annual stipend of \$1,198 per year per assistant supervised or pro rata portion for shared supervision.

2) Employees serving as a Lead Nurse and employees serving as Lead Therapist shall be paid a stipend of \$1,198 from September 1 through June 30 for 42 hours of service provided outside of normal working hours during the regular school year. The number of Lead Therapists shall be based on a staff ratio of twelve therapists to one Lead Therapist.

3) Eligible Custodial Workers shall have the following stipends:

a) Custodial Workers III in charge of a building shall receive an annual stipend as follows:

- i) \$1,319 for a building with four or more custodians (including the CWIII)
- ii) \$959 for a building with three or fewer custodian (including the CWIII)

b) Head Custodians, Chief Custodians and Maintenance Mechanics IV's who supervise nine or more employees (including the Custodial Supervisor) shall receive an annual stipend of \$2,997 effective June 26, 2020.

4) An annual stipend of \$599 shall be paid to unit members in the following titles: Senior Account Clerk, Senior Office Assistant, Senior Stenographer, Principal Account Clerk, Principal Stenographer, and new clerical titles, if any, created during the term of the Agreement that contain the words "Senior" or Principal." Additionally, the titles for Senior Contract Examiner and Senior Safety Officer are included.

5) Bus Transportation Technicians, Assistant Transportation Supervisors, Bus Transportation Specialists, and School Transportation Coordinators with an SBDI Certification and/or a 19A Certification shall receive a \$1,198 stipend for each license held, to a maximum of \$2,395.

6) Employees serving as Groundskeeper III shall be paid an annual \$1,198 stipend.

#### I. DIRECT DEPOSIT

Effective September 1, 2020, all employees will be paid by direct deposit; provided, however, that employees who do not participate in direct deposit as of the date of ratification shall be permitted to continue as a non-participant as long as he/she is employed by the Agency. In the event that any such employee chooses to participate in direct deposit, he/she shall not be permitted to return to no-participant status except in special circumstances upon agreement between the employee and the Agency.

#### J. LONGEVITY

1) In each fiscal year after the required length of service, salary payments shall be supplemented by the amounts shown. Adjustment shall be made twice a year, on July 1st and January 1st (February 1st for ten month employees). Longevity increments shown are non-cumulative.

5 years of service	\$750 except for employees hired on or after 9/1/20
10 years of service	\$3,834
14 years of service	\$4,965



19 years of service	\$5,284
25 years of service	\$5,630
29 years of service	\$7,102

The date used for computation of longevity eligibility shall be used as the date of hire.

2) Effective and retroactive to July 1, 2018, longevity payments will be paid solely to: (i) active ESBOCES employees who are in the bargaining unit at the time the Agreement has been ratified by both parties, (ii) former ESBOCES employees who resigned for retirement purposes on or after July 1, 2018 and before the Agreement has been ratified by both parties, and (iii) employees who resigned to take a different position with the Agency on or after July 1, 2018 and before this Agreement has been ratified by both parties. For example, employees who resigned for reasons other than retirement or were terminated or who resigned to avoid discipline are not eligible to receive retroactive longevity payments.

K. FILL-IN-PAY

1) An employee filling in for an employee of a higher classification for more than 10 continuous working days shall be paid 90% of the difference between the entry level salaries of each of the positions. This shall commence on the 11th continuous day and be retroactive to the first day. The salary adjustment shall be a minimum of \$5 per day and a maximum of \$30 per day.

2) A Registered Nurse required to assume the responsibilities of an absent nurse for more than one (1) working hour in another building due to a shortage of substitutes will receive extra compensation of \$30 for that day.

L. SALARY ADJUSTMENTS

ESBOCES shall have the right to adjust the salary of unit members based upon expansion or change in job duties, after consultation with the UPSEU. Such additional pay shall thereafter be paid if the duties are continued as part of the job.

M. CALL-IN PAY

Custodians and maintenance personnel who are called in to work on an emergency basis beyond their regularly scheduled work hours shall receive a minimum of two hours pay.

N. UNIFORM

BOCES shall allocate \$230 per year for each full-time maintenance mechanic, custodian, warehouse worker, laborer and driver/messenger for uniforms. Uniforms must be worn, unless the employee is excluded for this requirement by his/her department head. The employee must keep uniform(s) in clean and presentable condition.

O. PROMOTIONAL INCREASES

1) Individuals promoted shall receive the following increases in salary, or the starting salary, whichever is greater:

From	I to II	\$1,700
	II to III	\$3,200
	III to IV	\$3,500
	IV to V	\$5,500
	V to VI	\$5,500

2) An employee who receives a provisional appointment by the Board shall receive an annual salary increase according to the promotional raises specified within this Agreement. The provisional employee must successfully complete the requirements to become reachable on the next published list in order to maintain the increased salary.

3) Employees who voluntarily accept a demotion shall have his/her salary adjusted according to the current collective bargaining agreement and shall lose any promotional amount or stipend associated with the higher level position. In the event the employee returns to a higher level position, the current promotional amount shall prevail.

P. EDUCATIONAL ASSISTANCE

1) EDUCATIONAL INCENTIVE

a) The following concept of educational incentives has been developed and approved by the Board for any member of the unit who elects to pursue course work at a recognized institution of higher education.

b) There shall be eight (8) basic programs applicable to Civil Service employees (these programs found at an accredited university, college, or junior college):

- |                                |                                  |
|--------------------------------|----------------------------------|
| 1. Accounting                  | 5. Secretarial Studies - 2 years |
| 2. Business Administration     | 6. Nursing                       |
| 3. Data Processing             | 7. Occupational Therapy          |
| 4. Secretarial Studies - 1 yr. | 8. Physical Therapy              |

c) Employee eligibility for approval of educational incentive shall be in accordance with their responsibilities in the ESBOCES in order to obtain an incentive. For example, secretaries may be eligible for an incentive if they matriculate in a program in secretarial studies or secretarial science. Courses taken should assist in improving the skills used on the job. For example, a member of the data processing staff will not receive incentives for taking secretarial studies, unless their assignment is as a secretary in data processing.



d) Operations and Maintenance personnel shall be eligible for the benefits of this section by attending college level courses that pertain to their positions and have management pre-approval.

e) Courses in categories 6, 7, and 8 must be approved by the ESBOCES and directly related to the employees work.

f) Prior approval requests must be submitted to the Assistant Superintendent for Human Resources for consideration.

g) Occupational and Physical Therapists shall be eligible for an educational stipend of \$1,500, based upon continuing education units earned, under the following conditions:

i) Units taken shall be credited upon review, and prior written approval, in the discretion of the Director of Special Education or his/her designee.

ii) Upon earning fifteen (15) approved units, the stipend shall be paid upon submission of adequate documentation that the units have, in fact, been earned, commencing on July 1, September 1 or February 1, whichever comes first and shall continue thereafter.

iv) Units earned in excess of fifteen (15) shall not cause an employee to earn an additional educational stipend.

2) SEMESTER HOURS

a) An incentive of \$400 shall be paid for successful completion of every approved six (6) semester hours taken in matriculated status at an approved school. No course work taken prior to employment with ESBOCES will be accepted for incentive. If liberal arts subjects are mandated by the college in a matriculated status, then these courses shall be accepted for incentive. All courses shall be reviewed by the Assistant Superintendent for Human Resources (or designee) and a sub-committee of "the UPSEU." (Similar to the Professional Advancement Committee.)

b) There shall be a maximum of 60 semester hours both in matriculated and non-matriculated status. Classes in Nursing, Occupational Therapy and Physical Therapy can be at the undergraduate or graduate level.

3) INCENTIVE PAYROLL

The added monies for incentive shall be included in the normal Civil Service salary placement for the applicant for incentive and it will continue until such time as the applicant receives an additional incentive for further course work as provided in these requirements. The dates for adding the incentive shall be the first payroll in July, the first payroll in September or the first payroll in February.

4) APPROVAL OF NON-MATRICULATED COURSES

a) In order that Civil Service employees may advance their knowledge in fields of their employment with ESBOCES, a committee of one representative from four (4) different ESBOCES areas of responsibility shall meet with the Assistant Superintendent for Human Resources (or designee) in order to review non-matriculated courses and specialized school with the view of recommending to the Chief Operating Officer acceptance or rejection of a course taken or about to be taken by an employee covered by this Agreement.

b) It shall be the responsibility of the committee to determine the following:

i) Is the instruction being given in an acceptable agency?

ii) Shall the course enhance the knowledge of the person in his/her specific responsibility with ESBOCES?

iii) What will be the level of credit recommended relative to a matriculated course at an accredited school? (Hours of class time per week matched against hours of class time per semester hour at an accredited school.)

iv) If the Chief Operating Officer accepts the recommendation of the committee, the unit member shall be advised of the decision and the number of credits granted toward salary advancement.

5) BUSINESS ADMINISTRATION

All courses taken as part of a matriculated program in Business Administration shall be eligible for incentive.

6) NON-MATRICULATED COURSES

Non-matriculated courses related to the employee's position may be eligible for incentive pay if they receive prior approval of management (Assistant Superintendent for Human Resources or designee).

**ARTICLE 5 – INSURANCES**

A. HEALTH INSURANCE

1) GROUP HEALTH INSURANCE

a) Employees may elect one of the health insurance plans offered by the agency. Effective January 1, 2015, NYSHIP and East End Health Plan shall be the only plans offered by the Agency to eligible unit members. The plans offered shall be consistent with the plans offered to other agency employees. For those employees who elect HIP-HMO coverage, the agency shall contribute a sum of money not to exceed the amount presently expended by the agency for health insurance premiums to the New York State Health Insurance Plan. Any additional premium payment necessary to provide the HIP-HMO coverage shall be paid by such employee from his or her own funds.

b) An option to waive health insurance coverage shall be offered to all unit members who are eligible for coverage. From July 1, 2018 until September 30, 2020, any member electing to waive health insurance coverage shall complete an appropriate form and shall be compensated at the rate of \$8,000.00 for waiving family coverage and \$3,500.00 for waiving individual coverage. Effective October 1, 2020, any eligible member electing to waive health insurance coverage shall complete an appropriate form and shall be compensated at the rate of \$5,000.00 for waiving family coverage and \$2,500.00 for waiving individual coverage. The payment for the above options shall be incorporated into the annual salary. The election option will be presented on an annual basis in the month of November, with the effective date of the change to be the beginning of the calendar year following the election.

c) In addition, all employees eligible to receive health insurance coverage, individual or family, shall contribute to the premium cost of coverage as follows:

Effective July 1, 2018	15%
Effective July 1, 2019	15%
Effective Oct. 1, 2020	16%
Effective July 1, 2021	17%
Effective July 1, 2022	18%
Effective July 1, 2023	19%
Effective June 1, 2024	20%

d) The terms and conditions of the Letter of Agreement dated March 7, 2016 shall remain in effect during the term of the Agreement and shall be attached hereto and incorporated herein as Appendix C.

e) During the course of this Agreement, both parties shall endeavor in good faith to exchange copies of previously executed LOAs, MOA's and other documents between by the union and their employer, which they have in their respective possession. Irrespective of the exchange of said LOAs, MOA's and other documents executed by the union and their employer, the terms of said LOA's, MOA's and other documents between by the union and their employer, that may exist irrespective of such exchange shall remain in full force and effect unless and until said terms have been superseded by a subsequent agreement, including, but not limited to, the current Agreement ("CBA").

2) GROUP HEALTH INSURANCE ELIGIBILITY FOR EMPLOYEES HIRED AFTER AUGUST 27, 1992

a) Unit members HIRED after August 27, 1992 shall be entitled to health insurance, either individual or family as set forth above, provided they do not receive comparable coverage from another source.

b) There will be a three month waiting period for employees for coverage.

c) Unit members eligible for coverage in accordance with the above shall be entitled to waive such coverage and receive the compensation outlined in Article 5(A)(1)(b) of this Agreement.

d) Unit members who lose coverage from the other source shall be entitled to inclusion in the ESBOCES Health Plan, effective the first day of the following month. (There shall be no exclusion for pre-existing conditions.)

e) An employee who gains alternative coverage during employment (*i.e.*, through marriage or other circumstances) shall not be eligible for ESBOCES coverage provided, however, that such coverage meets the ninety (90%) percent comparability rule. The intent of this provision is to provide unit members with health insurance coverage but not dual coverage.

f) A review committee comprised of two (2) unit members and two (2) management appointees will be created. The committee's charge is to decide on the comparability questions on a case-by-case basis.

g) The above shall refer solely to health benefits.

3) HEALTH INSURANCE INTO RETIREMENT



a) Employees hired on or before September 19, 1995 with at least five (5) years of Eastern Suffolk BOCES service will be eligible for health insurance into retirement, individual or family. Employees hired after September 19, 1995 must have at least ten (10) years of such service to be eligible for individual coverage and twenty (20) years of such service to be eligible for family coverage. To be eligible for retirement health insurance, an employee who does not retire immediately upon resignation may also not resign more than five (5) years from the date that the employee is entitled to receive a retirement allowance or pension from the New York State Employees Retirement System.

b) Employees hired on or before July 1, 1998 shall receive health insurance coverage, individual or family, into retirement at no cost to the employee. Employees hired after July 1, 1998 shall receive health insurance into retirement, individual or family, with such employees paying the same percentage of the individual or family health insurance premiums into retirement as the employee paid as of his or her last day of service; provided, however, that such employees who notify ESBOCES of their irrevocable intention to retire on or before December 31, 2020, and who retire on or before June 30, 2021, shall pay fifteen percent (15%) of the individual or family health insurance premiums into retirement regardless of the percentage paid as of their last date of employment.

c) All employees shall continue to receive individual health care retirement guarantees at the time of retirement, the form and content of which shall be in accord with prior practice.

**B. ELIGIBILITY DATE**

The date used for computation of longevity eligibility shall be used as the date of hire pursuant to this Section A.

**C. HEALTH INSURANCE FOR PART-TIME UNIT MEMBERS**

Unit members first hired on or after July 1, 1998 on a part-time basis shall be entitled to group health insurance on the same terms as set forth in Subsection A(2) above; provided, however, that such unit members shall pay a share of the premium costs of such insurance that reflects the proportion of their compensation relative to a full-time position, but not more than 25% of those premium costs.

**D. DOMESTIC PARTNER**

ESBOCES shall provide the opportunity for family insurance coverage to employees who have domestic partners, which shall be defined as partners who have obtained and presented to ESBOCES a "Certificate of Domestic Partnership."

E. GROUP LIFE INSURANCE

Effective November 1, 2020, ESBOCES shall discontinue the existing life insurance plan and shall participate in the UPSE Benefit Plan, which will provide employees with a \$40,000 term life insurance plan. ESBOCES shall contribute \$350 per annum per full-time unit member to the Benefit Plan. UPSEU bargaining unit members may participate in the purchase of up to \$25,000 of additional term life insurance if permitted by the carrier.

F. TAX-SHELTERED ANNUITY

Employees may participate in a Tax-Sheltered Annuity Plan through payroll deduction.

G. DENTAL PLAN

The Agency shall pay 100% of a full-time member's premium costs. The Agency shall also pay 50% of the cost for dependents and the employee will pay 50%.

H. 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) until the employee qualifies for retirement. (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 90 days, or at the exhaustion of accumulated sick/vacation/personal time, whichever is greater.

I. OPTICAL PLAN

An optical plan offered by the UPSEU Benefits Plan will be made available to all full time members. The cost to the Board will not exceed \$221 per member.

J. CREDIT UNION

Employees may participate in the program of the Teachers' Federal Credit Union through payroll deduction.

K. Ten month employees shall receive benefits according to the following chart:

<u>BENEFIT</u>	<u>RN/PT/OT</u>	<u>OFFICE CALENDAR</u>
Vacation	None (work school Calendar)	10/12
Sick	12/12	10/12
Personal Leave	12/12	10/12
Health Insurance	Yes	Yes

Disability Insurance	Yes	Yes
Life Insurance	Yes	Yes
Dental Insurance	Yes	Yes
Retirement	Optional	Optional
Optical	Yes	Yes

**NOTE:** 10/12 means 10/12th of the annual benefit received by 12 month employees.  
“YES” means the same benefit as the 12 month employees receive.

#### **L. LIABILITY POLICY**

- 1) Unit members shall have the right to examine the Agency’s liability insurance policy, and management will notify the union in the event the policy is canceled/lapses.
- 2) ESBOCES agrees to fully implement the provision of Public Law 18 regarding the indemnification of its employees.

#### **M. 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 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 90 calendar day waiting period under the save harmless provision shall be defined as the 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 90 calendar day waiting period. If accumulated sick leave is insufficient, the ESBOCES will hold the member harmless from salary loss during this period.

#### **N. PERSONAL PROPERTY**

The Board shall give reasonable reimbursement to any member for repair or replacement of any personal property damaged or destroyed while performing official duties as a direct result of action by students and/or parents and not due to the employee's negligence. The maximum amount shall be \$300 per member per occurrence.

### **ARTICLE 6 - LEAVES**

#### **A. LEAVE ALLOWANCE**

##### **1) SICK AND PERSONAL LEAVE**



a) All 12 month employees shall be provided with 1 1/4 days of sick leave per month. This sick leave is cumulative to 200 days. Five (5) personal leave days will be granted on each July 1. These days must receive prior approval from the employee's supervisor. Two (2) personal days are to be granted without reason and three (3) days with approvable reason. Unused personal days will be added to accumulated sick leave on July 1. Employees will be permitted to use accrued sick time for themselves and to care for their own sick minor child. The provisions of Article 6(A)(4) requiring a physician's note shall also apply to sick leave used to care for an employee's own minor child.

b) Nurses, Occupational Therapists, and Physical Therapists, who contract a communicable disease that is reportable under Public Health Law as listed in the Appendix to ESBOCES Regulation 6151R.1 and 'fifth disease' (erythema infectiosum), that can be medically verified as having been contracted at ESBOCES, shall be granted a total maximum of two weeks leave annually that will not be charged to their sick leave accruals. Employees must provide a note from a physician or physician's assistant confirming the disease and the duration of time needed for recovery to be eligible for this benefit.

2) WORKERS' COMPENSATION DEDUCTION

The Board shall deduct one (1) day sick leave for each two (2) days of absence due to a Workers' Compensation claim. Upon exhaustion of accumulated leave days, the employee shall apply for disability and all salary payments will cease from the Board. Employees shall report work related illnesses and injuries within twenty-four (24) hours of same unless it is not possible to do so.

3) SERIOUS ILLNESS, FAMILY

An employee who experiences serious illness of a family member or other extraordinary and/or unusual event(s) may make application to the Department of Human Resources for the conversion of accumulated sick leave to personal days. Such application will be reviewed and subject to approval of the Chief Operating Officer or designee. Prior to making application, the employee must have exhausted his/her current supply of personal days.

4) PHYSICIAN'S NOTE

a) In case of any absence of more than two (2) consecutive working days, or three (3) non-consecutive working days within a week, it is the right of the supervisor and/or Chief Operating Officer or a representative to require a physician's note. Such medical documentation shall be submitted to the Department of Human Resources ([humanresources2@esboces.org](mailto:humanresources2@esboces.org)). Failure to produce this physician's note may mean the loss of one day's pay for each day beyond the two (2) consecutive working days, or three (3) non-consecutive working

days within a week.

b) It is the right of the supervisor and/or the Chief Operating Officer or a designee to require a physician's note for absences due to illness that are taken the working day prior to, or the working day following a long weekend or vacation period. Failure to produce this note when required may result in the loss of one day's pay for each day indicated above.

5) TERMINAL LEAVE

a) Unit members receive benefit of the 1/60<sup>th</sup> non-contributory retirement plan. Tier 1 and Tier 2 members shall receive the benefits of the 75i plan of the New York State Employees Retirement System. Except for Tier 1 employees, there will be an eight (8) year window period to receive Terminal Leave from the date of first eligibility to retire with full pension under ordinary circumstances (Ages 62 for Tier 2, Tier 3 and Tier 4 members) from the New York State Employees Retirement System. An employee who is otherwise eligible for Terminal Leave under the terms of the Agreement shall receive Terminal Leave provided the employee retires on or before:

i) Reaching 30 years of participation in the New York State Employees' Retirement System, if less than 62 years of age (but at least 55 years of age), plus eight (8) years: or

ii) Reaching 20 years of participation in the New York State Employees' Retirement System if 62 years of age or older, plus eight (8) years.

iii) Examples include the following:

- a. An employee who has participated in the New York State Employees Retirement System for 31 years at age 55 must retire within eight (8) years of his or her 55<sup>th</sup> birthday (age 63) to be eligible for Terminal Leave.
- b. An employee who has participated for 30 years at age 59 must retire within eight (8) years of the 30<sup>th</sup> anniversary of his or her participation in the retirement system to be eligible for Terminal Leave.
- c. An employee who has participated for 20 years at age 65 must retire within eight (8) years of 20<sup>th</sup> year anniversary of his or her participation in the retirement system to be eligible for Terminal Leave.
- d. An employee who joined the NYS Employees' Retirement System in November of 1977, was born in May of 1949, and who reached 30 years of participation

in November of 2012 would have to retire before November of 2015 to be eligible for Terminal Leave allowance.

b) For employees who are eligible and granted Terminal Leave, the first 100 days, (or any part thereof) shall be treated as Non-Elective Contributions to the employee's 403(b) account at the rate of one-half of the employee's then daily rate of pay for each day. "Daily rate of pay" shall be defined as 1/200 for ten (10) month health related members. 1/215 for ten (10) month clerical members and 1/260 for all other employees. Accumulated but unused days in excess of 100 but not exceeding 200 shall be treated as Non-Elective Contributions to the employee's 403(b) account at the member's then daily rate of pay. Accumulated but unused days over 200 shall not be compensated. Payment shall be made in accordance with IRS limits.

6) BEREAVEMENT LEAVE, DEATH IN THE FAMILY

a) 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. "Other than immediate family" means grandparents, sister-in-law, brother-in-law, niece, nephew, aunt or uncle, grandchild, or any other relative who resides in the unit member's household.

b) Bereavement leave shall be taken no later than one week following the death of the family member as defined above; provided, however, that if there is a delay of a wake/funeral or other form of services, the employee may request delayed bereavement leave. The Agency may request documentation to support said delay, and the request for delayed leave shall be approved, or not, in the agency's sole discretion. Unused bereavement leave does not accrue for future use.

7) CRITICAL ILLNESS DAYS

Up to five consecutive sick days will be available for use in the case of the critical illness of a family member, at the Agency's discretion.

8) EXCESSING

In a situation where a unit member is excessed due to the abolition of a position and no other position is available, a maximum of 45 days of sick leave that the unit member has accumulated may be used for eligible paid leave. Upon completion of the 45 day maximum, the unit member's compensation shall be eliminated. In instances where the unit member has accumulated less than 45 sick days, the total number of accumulated days shall be used in lieu of the 45 day maximum. In case of employment of the person, all payments shall cease. Excessed unit members who obtain other employment shall notify the ESBOCES

immediately.

B. SICK LEAVE/SELL BACK

1) SICK LEAVE SELL BACK

After the accumulation of at least ninety (90) sick days, a unit member may elect to sell back up to ten (10) unused days from the current year's allocation, at the end of each fiscal year. Such sell back shall be treated as Non-elective Contributions to the staff member's 403(b) account at the rate of \$60 per day. Written notice of the intent to sell back such days must be provided to the Human Resources Department by May 1 of each year of this agreement.

2) WAIVER OF CLAIM

The unit member waives claim for use of any days "sold back." Days which may bring the unit member's accumulation below 90 are not eligible for the sell back plan.

3) ELIGIBILITY

Unit members hired on or after July 1, 1998 shall not be eligible for the benefit described in this Section.

C. SICK LEAVE BANK

1) The Sick Leave Bank shall be established by each voluntarily participating full-time member donating one day from accumulated sick leave. 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, who wishes to remain in the Bank, shall be made and donated to the Bank.

2) 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/personal leave before accessing the Bank. The member has the option of using accumulated vacation days.

2. If a bargaining unit employee does not join at the initial opportunity, there will be a one year waiting period to access the bank. Members do not have to be ill beyond 20 days to access the bank.

3. The committee will reserve the right to determine if the member must pay back sick leave borrowed based on individual circumstances.

4. Sick Bank Leave will terminate once eligible for disability benefits.

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. Sick Bank Leave will terminate once eligible for disability benefits.

### 3) MEMBERSHIP

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

b) 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.

c) 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 officer will give approval to convert a personal day to a sick day so that the member may continue to participate. The member will be notified of this action. If the member does not have any

personal days left, a sick day will be deducted from the member's account at the beginning of the following school year. This will be a one-time procedure to make it possible for the member to remain in the Sick Leave Bank. Should the situation occur a second time and sick or personal days are not available, the member will be dropped from the Sick Leave Bank until sick days are available and reapplication to join the Sick Leave Bank is made. The member will be notified of this action.

4) ADMINISTRATION OF THE SICK LEAVE BANK

Request for use of days from the Sick Leave Bank must be made through the Chief Operating Officer, or his/her designee. A Standing Committee to advise the Chief Operating Officer on the operation of the Sick Leave Bank shall consist of two unit members and two Administrators. The UPSEU will provide the names of two members of its bargaining unit to serve on the committee, and the Chief Operating Officer shall appoint the two administrators.

5) USE OF SICK LEAVE BANK

a) 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.

b) 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.

c) 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.

d) 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. The information provided by the applicant will remain confidential at all times.

6) REPAYMENT

An employee borrowing sick leave from the sick bank shall pay back such time at the rate of one (1) day per month from each immediate month following the employee's return to work until the employee has fulfilled the payback requirement of 30% of the employee's annual accrual.

7) 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.

D. VACATION TIME

1) Employees must complete and submit Absence Request form 8004F.5 to their supervisor for review and approval of vacation day(s) use.

2) Employees ceasing employment with ESBOCES shall receive a lump sum payment as soon as practical for unused vacation time except if the employee is terminated for cause.

E. VACATION ACCRUAL

1) Unit members shall accrue one (1) day per month during the first year of employment. Thereafter, accruals are based upon the chart below. Changes in vacation accumulation will be implemented on the unit member's anniversary date.

	<u>Days/Month</u>	<u>Total</u>
1st year	1	12
2nd year	1 1/4	15
3rd year	1 1/4	15
4th year	1 1/2	18
5th year	1 1/2	18
6th year	1 1/2	18
7th year	1 3/4	21

2) MAXIMUM ACCRUAL



The maximum number of vacation days that can be accrued shall be 35.

3) ESTATE OF EMPLOYEE

If a unit member dies in service, the estate of the deceased unit member shall receive payment for all accrued salary and vacation.

F. LEAVE WITH PAY

1) RELEASE TIME

Four shop stewards shall be released for a maximum of four days each per year, or other arrangement with management's approval, to attend "UPSEU" activities.

2) STAFF VISITATION

Time shall be allocated at the discretion of the Board to unit members interested in visiting various Agency offices so they may become acquainted with personnel with whom they are in daily contact. Such time shall be granted to no more than two (2) members at one time for a period not to exceed one-half day per visit.

3) PROFESSIONAL IN-SERVICE DAY

ESBOCES shall provide at least one (1) professional in-service day during each year of the contract for Registered Nurses, OTs and PT's. A committee composed of RNs, OTs, PTs and Administrators will make recommendations as to the type and form of training.

G. CHILD REARING LEAVE

1) A unit member shall 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. A unit member on leave shall notify the Department of Human Resources, in writing, at least two months prior to the end of the leave regarding the intentions of returning to a position with the Board.

3) If it is the intent of the unit member to not return upon the completion of the leave, the unit member shall submit a letter of resignation with the effective date of the conclusion of the leave just completed.

4) The preceding child rearing leave provisions shall be consistent with New

York State and Federal Law.

H. JURY DUTY

Employees are given leave with pay for jury duty. The fees received by the employee except expense reimbursements must be paid to the Board.

I. EDUCATIONAL LEAVE OF ABSENCE

A leave of absence for one year without pay may be granted for educational purposes.

J. PERSONAL LEAVE

Unit members shall be eligible 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.

K. NOTICE OF RETIREMENT

Employees shall provide six (6) months' notice of retirement unless it is not possible to do so.

**ARTICLE 7 - WORK DAY/WORK YEAR**

A. HOLIDAYS

1) NUMBER OF DAYS

Fifteen and one-half (15 1/2) days shall be set aside as holidays.

2) CALENDAR

The Chief Operating Officer shall determine the schedule with advice from administrative and UPSEU representatives.

3) WORK CALENDAR

a) Registered Nurses, Occupational Therapists, Physical Therapists, and School Bus Drivers shall work the school calendar; all other ten month

employees will work the office calendar. (School calendar means the same work calendar as the teachers.)

b) Ten month employees, who work during the summer, shall be paid at the rate of pay that takes effect on July 1 of the summer in which the work is performed. Such employees shall have no guarantee of work in the following summer.

4) MONDAY HOLIDAYS

If a holiday should fall on a Sunday, the day off with pay shall be the following Monday.

B. SUMMER SCHEDULE

1) SUMMER CALENDAR

The summer schedule for all unit members shall be July 1 through August 31.

2) SUMMER WORK HOURS

The summer day and week shall consist of a total of seven hours (7.0) per day and thirty-five hours (35) per week. Employees will be entitled daily to one (1) fifteen (15) minute break and a forty-five minute lunch period. The workday in July and August shall be from 8:00 a.m. to 3:00 p.m.

3) SUMMER STIPEND

There shall be no posting of clerical summer work. Clerical employees working in buildings where students have twelve (12) month Individual Education Plans (IEP's) that require Special Education summer school and that are designated by the Agency, shall be eligible for summer stipend of \$700. For the summer of 2021 only, the Agency shall provide the Union with a list of clerical employees in such buildings who will be eligible for the stipend. The Union may respond to that list with the names of additional employees for inclusion on the list. The decisions as to (i) whether to include one or more of those names and (ii) to provide such a list in subsequent school years shall be within the sole discretion of the Agency.

C. HOLIDAY WEEK WORK HOURS

During the Christmas, mid-winter, and Spring recess periods, and on days when all Agency schools are closed as indicated on the official ESBOCES calendar during the period from the first day of school to the last day of school on that calendar, employees shall work the summer hours stated above.

**D. LEAD NURSE AND LEAD THERAPIST(S)**

The Lead Nurse shall be released from direct student services for 2½ days per week. The Lead Therapist(s) shall be released from direct student services for 15 sessions per week.

**E. MAINTENANCE WORKERS**

1) Maintenance workers currently assigned to a four day work schedule shall be assigned a work schedule based upon a four day workweek either Monday through Thursday or Tuesday through Friday. Employees shall first be offered the ability to select their schedule by seniority. If there are no or an insufficient number of volunteers, then the agency will assign schedules so that the least senior employee in each trade is moved to the Monday through Thursday schedule.

(2) All Maintenance workers who work a four day schedule shall be assigned the hours of 8:30 a.m. to 5:45 p.m. with a 30-minute unpaid meal break to be completed prior to 2:00 p.m. During the summer, the hours shall be 8:30 a.m. to 5:00 p.m. during the first two days of their four day work week and 8:30 a.m. to 5:15 p.m. during the last two days of their four day work week. Starting hours may be adjusted based on availability of facilities. Overtime shall be paid for hours worked after 8.75 in a day and for any hours worked on a non-scheduled day.

(3) All Maintenance workers who work a four day schedule shall utilize sick, personal, vacation, workers' compensation and any other leave days at the rate of 1.25 days for each workday utilized.

(4) All Maintenance workers who work a four day schedule shall receive the equivalent of fifteen and one-half (15.5) regular seven (7) hour per day holidays in the form of compensatory time regardless of whether they were scheduled to work on the holiday. This constitutes a total of one hundred eight and one-half (108.5) hours. Should there be an emergency closing, such as a snow day on a day when maintenance staff is not scheduled to work, there will be no compensation to the staff. Should there be an emergency closing on a day the staff is scheduled to work, they are not expected to work and do not owe the agency any additional time.

**ARTICLE 8 - TRANSFERS AND PROMOTIONS**

**A. VACANCIES, PROMOTIONS AND NEW CLASSIFICATIONS**

**1) NOTIFICATION**

Notification of vacancies and promotional positions shall be emailed to all ESBOCES users seven (7) working days prior to the closing of applications.

**2) TRANSFERS**

a) Except for emergencies and temporary assignments, a permanent

unit member may not be transferred to another shift or from one building to another until prior notice to and discussion with the unit member has taken place. A one week notice for permanent transfers is required.

b) The Agency shall consider the transfer requests of registered nurses each May.

3) UPGRADE OF A POSITION

If the Board feels a position warrants upgrading and civil service approves the classification, the new position shall be advertised. Any unit member who is qualified and has passed the appropriate examination may apply. Appointments shall be made at the Board's discretion in accordance with civil service rules and regulations. Once the Board acts, the successful applicant shall automatically receive the upgraded title and appropriate salary increase.

4) NEW CLASSIFICATION

In the event new classifications are established within the bargaining unit, the ESBOCES shall advise the union, and the parties shall meet for the purpose of negotiating the wage rate of the new classification.

B. SCHEDULING OF MAINTENANCE PERSONNEL

In addition to the rights set forth in A(2) above, the agency reserves the right to require 30 days of shift change annually. One week's notice will be given. Volunteers by trade will be requested first. A shift change is considered 12:00 noon to 8:00 p.m., or 4:00 p.m. to midnight, with night differential.

**ARTICLE 9 – JOB DESCRIPTIONS**

A. When new positions are created or the duties of existing positions are revised by the Board, the Board shall prepare a job description for such new or revised positions. Each job description shall indicate what work is done on the job, and, in general, what equipment is to be used.

B. Each unit member shall, upon request, be furnished with a copy of his/her job description. Should a dispute arise as to whether or not the job description properly describes the job, the unit member may appeal the matter to the Civil Service Commission and may be represented by "the UPSEU."



## ARTICLE 10 - GRIEVANCE AND ARBITRATION

### A. GRIEVANCE PROCEDURE

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

#### 2) IMMEDIATE SUPERVISOR

a) Members will first attempt to resolve the issue with their immediate supervisor informally. If not satisfactorily resolved, members will then submit the grievance, in writing, to their immediate supervisor with a copy to the ESBOCES Human Resources Department and the Union. All grievances must be submitted, in writing, to the immediate supervisor within 30 working days from the date of the violation, or 30 working days from the date that the grievant first had knowledge of the violation. Appeals from the immediate supervisor should go to the Director (Asst. Superintendent, if none). Class action grievances may be addressed directly to the Director (Asst. Superintendent, if none), at the second step of the grievance process.

b) If the parties are in good faith attempting to resolve the issue informally, the 30 day filing deadline may be extended; provided, however, that any extension must be mutually agreed upon between management and the Union in writing.

c) The written grievance shall include the name of the grievant or group, description of the grievance, references to the Article(s) violated, resolution sought, signature of the grievant, union representative, date written, and contact information (*i.e.*, phone number or work location of grievant).

d) Upon the submission of a written grievance, the immediate supervisor will have ten (10) working days to answer the grievance. If the grievant or group is not satisfied with the response, they may appeal the decision to the Director (if none, the appropriate Asst. Superintendent) or Deputy Superintendent within ten (10) working days of the date of the responses.

#### 3) DIRECTOR, ASSISTANT SUPERINTENDENT OR DEPUTY SUPERINTENDENT

a) Upon receipt of the written grievance, the Director (Asst. Superintendent, if none) or Deputy Superintendent or designee, shall review all related information and render a decision within ten (10) working days.

b) If the employee is not satisfied with the written decision of the

Director (Asst. Superintendent, if none), the employee may, within ten (10) working days of the date of the decision, present the grievance to the Chief Operating Officer together with copies of the written decisions of the previous steps.

4) CHIEF OPERATING OFFICER

Within ten (10) working days, the Chief Operating Officer or designee shall hold a meeting with the employee and/or representative. At the conclusion of the meeting, the Chief Operating Officer or designee shall have ten (10) working days to respond in writing.

5) ADVISORY ARBITRATION

a) In the event that the grievant or group is not satisfied with the written decision of the Chief Operating Officer, the grievant or group may then appeal, within ten (10) working days of the date of the written decision of the Chief Operating Officer, by submitting the issue to the American Arbitration Association for a list of arbitrators only for advisory arbitration. The cost of the Arbitrator and filing fees shall be split equally by the parties.

b) The advice and suggestions of the Arbitrator shall be transmitted to the Union, the Chief Operating Officer and the Board.

c) After reviewing the advice and suggestions of the arbitrator, the Chief Operating Officer shall have ten (10) working days from the date of the decision to render his/her decision.

6) BOARD OF COOPERATIVE EDUCATIONAL SERVICES

a) If the grievant or group is unsatisfied with the Chief Operating Officer's decision, it may be presented to the Board within fifteen (15) working days after the date of the decision of the Chief Operating Officer.

b) The Board will then hold a meeting. Within ten (10) working days after the meeting, the Board shall submit a written decision to the grievant or group and the Union.

## **ARTICLE 11 - MISCELLANEOUS**

A. NON-DISCRIMINATION

There shall be no discrimination against any present or future unit member by reason of gender, race, creed, color, age, social level, sexual orientation, national origin, veteran status, handicap not affecting employment, or union membership.



B. VISITATION

1) The union shall, upon entering a school or building within ESBOCES, advise the administrator in charge of such school or building of their presence.

2) The union representative shall not interrupt services; provided, however, that the following shall be permitted:

a) UPSEU representatives may engage in a conversation with a unit member during that unit member's working time for a maximum of five (5) minutes, although the parties understand and agree that the majority of conversations will take substantially less than five (5) minutes.

b) Executive board members will be afforded a maximum of ten (10) minutes of released time in a day to meet with UPSEU representative(s) during regular business hours when UPSEU representative(s) visit the building to which the executive board member is assigned.

c) If a meeting between a UPSEU representative and either an employee or an executive board member requires more than the five (5) or ten (10) minute maximums set forth in (a) and (b) above, it shall be scheduled before or after business hours, or during the employee's break or lunch period.

d) Any deviation from the limits set forth above shall be subject to the advance approval of the employee's supervisor.

e) Nothing herein shall limit the right of the union to meet at any time with its members before or after work or during employees' breaks or lunch periods.

f) The above is intended to address visits by union representatives to worksites and is not intended to restrict meetings between the Union and administrative personnel that may occur from time to time.

3) The union shall advise the Assistant Superintendent for Human Resources of the names of those representatives servicing the ESBOCES unit.

4) "The UPSEU" shall be permitted to hold meetings for ESBOCES employees within ESBOCES facilities during non-working hours of the employees in attendance, following standard procedures for reserving meeting space.

C. EARLY DISMISSAL/CANCELLATION

When an OFFICE closing is proclaimed by ESBOCES, unit members required to work by

their supervisors shall be compensated for time worked at additional pay (hour for hour) up to 7 hours in a day; time and one-half will apply thereafter. A new committee will be formed to establish a policy on early dismissal.

D. MILEAGE REIMBURSEMENT

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.

E. CREDIT/RECOGNITION

Full credit and recognition shall be given to employees who contribute to the development of materials upon initial publishing by ESBOCES and/or used in conferences/workshops/in-service presentations sponsored or developed by ESBOCES.

F. THERAPISTS' ASSIGNMENTS (SUMMER PROGRAM)

In each instance, except in cases beyond the control of ESBOCES, where an assignment must be changed, therapists shall be notified of their summer employment no later than May 31st.

G. ASSIGNMENT OF OT/PT PERSONNEL

1) Preference in location for employment, where possible, shall be given to ESBOCES Therapists. The needs of the students shall be paramount.

2) OT/PT personnel shall be provided with three (3) thirty (30) minute preparation periods per week.

H. CHOICE OF SHIFTS

Priority or choice of shifts (where pertinent) shall be based on seniority and other factors.

I. SUBCONTRACTING/OVERTIME

ESBOCES has the right to sub-contract under the following circumstances:

1) Major projects and major construction have historically been contracted out and continue to be permissible.

2) Emergency service which requires rapid action beyond the capabilities of the ESBOCES work force.

3) Jobs which require specialized equipment and/or skills (i.e. moving electronic equipment or heavy objects).

4) The sub-contracted work shall not cause unit members to lose the opportunity for overtime work, including employees deemed qualified by management to perform the required task(s), provided the work can be completed within the required time limit.

5) ESBOCES shall manage its work force with regard to assignment of overtime. Upon the exhaustion of qualified staff (as determined by ESBOCES) at either straight time or overtime, outside contractors shall be utilized to perform the work to be done.

6) Overtime work shall be distributed on an equitable basis within a building or within an area of expertise, whenever possible.

7) The union has the right to examine overtime records on a quarterly basis to monitor assigned overtime and subcontracting.

J. COPIES OF CONTRACT

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

**ARTICLE 12 – TAYLOR LAW NOTICE**


**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 13 - DURATION OF AGREEMENT**

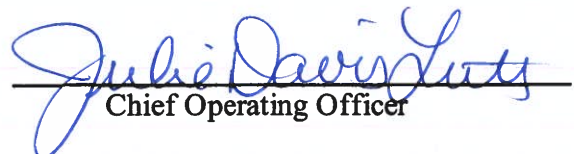
This Agreement shall become effective on July 1, 2018 and shall continue in full force and effect until June 30, 2024.

IN WITNESS THEREOF, the parties have executed this document by their duly authorized representatives this 29<sup>th</sup> day of July, 2021.

United Public Service  
Employees' Union, on behalf of  
Eastern Suffolk BOCES Civil Service Unit

  
KEVIN E BOYNTON  
UPSEU President

Board of Cooperative Educational Services  
First Supervisory District of  
Suffolk County

  
Julie Davis-Lutz  
Chief Operating Officer



UPSEU Eastern Suffolk BOCES Unit President



UPSEU Eastern Suffolk BOCES Unit Vice- President



UPSEU Executive Board Member



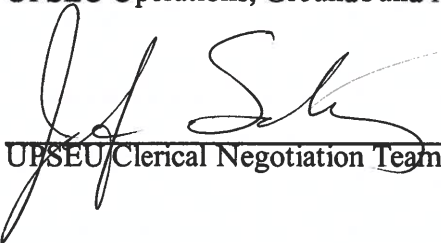
UPSEU OT/PT Negotiation Team Member



UPSEU Registered Nurse Negotiation Team Member



UPSEU Operations, Grounds and Maintenance Negotiation Team Member



UPSEU Clerical Negotiation Team Member

LEVEL	CLERICAL	CUSTODIAL	D.P.	INST.	OTHER	*START SALARY
A						
I	CASHIER MAIL CLERK OFFICE ASSISTANT PHOTOCOPY MACHINE OPERATOR SWITCHBOARD OPERATOR	CUSTODIAL WORKER I DRIVER MESSENGER GROUNDSKEEPER I LABORER MATERIEL CONTROL CLERK I STOCK CLERK	AUDIO VISUAL AIDE DATA ENTRY OPERATOR	COMMUNITY SERVICE AIDE LICENSED PRACTICAL NURSE	SECURITY GUARD MINIBUS DRIVER SCHOOL BUS DRIVER 32,102	39,128 41,732
II	ACCOUNT CLERK ACCOUNT CLERK (SPAN SPK) COMPUTER GRAPHICS TECHNICIAN OFFICE ASSISTANT (SPAN SPK) PHOTOCOPY MACHINE OP II SR OFFICE ASSISTANT	CUSTODIAL WORKER II GROUNDSKEEPER II MATERIEL CONTROL CLERK II STOREKEEPER WAREHOUSE WORKER II	COMPUTER TECHNICIAN DATA PROCESSING CLERK DATA PROCESSING EQUIP OPERATOR SR DATA PROCESSING EQUIP OPERATOR SR DATA ENTRY OPERATOR TAPE LIBRARIAN	COMMUNITY SERVICE WORKER (SPAN SPK) OCCUPATIONAL THERAPIST ASSISTANT PHYSICAL THERAPIST ASSISTANT		42,496
III	PRINCIPAL OFFICE ASSISTANT SCHOOL SUBSTITUTE COORDINATOR SR ACCOUNT CLERK SR OFFICE ASSISTANT (SPAN SPK) SR STENOGRAPHER	COURIER CUSTODIAL WORKER III MAINTENANCE MECHANIC II MATERIEL CONTROL CLERK III	COMPUTER PROGRAMMER TRAINEE DATA CONTROL SUPERVISOR GRAPHICS MATERIAL DESIGNER OFFICE APPLICATIONS SPECIALIST SR COMPUTER GRAPHICS TECHNICIAN SR DATA PROCESSING CLERK	CAREER GUIDANCE TECHNICIAN	BUS TRANSPORTATION TECHNICIAN SCHOOL BUS DRIVER COORDINATOR	48,078
IV	ACCOUNTANT TRAINEE PRINCIPAL ACCOUNT CLERK PRINCIPAL STENOGRAPHER PURCHASING TECHNICIAN SR SCHOOL SUB COORDINATOR	GROUNDKEEPER III HEAD CUSTODIAN MAINTENANCE MECHANIC III MATERIEL CONTROL CLERK IV TEXTBOOK PROGRAM COORDINATOR		CASE MANAGER JOB DEVELOPMENT COORDINATOR REGISTERED NURSE YOUTH COUNSELOR YOUTH COUNSELOR (SPAN SPK)	ASST FOOD SERVICE SUPERVISOR ASST SCHOOL TRANSPORTATION SUPERVISOR BUS TRANSPORTATION SPECIALIST CONTRACTS EXAMINER HEALTH & SAFETY ASSISTANT PUBLIC RELATIONS ASSISTANT SAFETY OFFICER SAFETY OFFICER TRAINEE WORKERS' COMPENSATION INVESTIGATOR	49,988
V	ACCOUNTANT PAYROLL SUPERVISOR PURCHASING AGENT	CHIEF CUSTODIAN MAINTENANCE MECHANIC IV		LABOR SPECIALIST III OCCUPATIONAL THERAPIST PHYSICAL THERAPIST TRAINING COORDINATOR VOLUNTEER PROGRAM COORDINATOR SUPERVISING OCCUPATIONAL THERAPIST SUPERVISING PHYSICAL THERAPIST SUPERVISING REGISTERED NURSE	GRAPHICS SUPERVISOR PUBLIC RELATIONS SPECIALIST RESEARCH ANALYST SCHOOL TRANSPORTATION COORDINATOR	62,982
VI		MAINTENANCE MECHANIC V			SR CONTRACTS EXAMINER SR SAFETY OFFICER	69,399

\*\$500 deducted from starting salaries for first six months



LEVEL	CLERICAL	CUSTODIAL	D.P.	INST.	OTHER	*START SALARY
A						
I	CASHIER MAIL CLERK OFFICE ASSISTANT PHOTOCOPY MACHINE OPERATOR SWITCHBOARD OPERATOR	CUSTODIAL WORKER I DRIVER MESSENGER GROUNDSKEEPER I LABORER MATERIEL CONTROL CLERK I STOCK CLERK	AUDIO VISUAL AIDE DATA ENTRY OPERATOR	COMMUNITY SERVICE AIDE LICENSED PRACTICAL NURSE	SECURITY GUARD  MINIBUS DRIVER SCHOOL BUS DRIVER 32,621	40,091 42,734
II	ACCOUNT CLERK ACCOUNT CLERK (SPAN SPK) COMPUTER GRAPHICS TECHNICIAN OFFICE ASSISTANT (SPAN SPK) PHOTOCOPY MACHINE OP II SR OFFICE ASSISTANT	CUSTODIAL WORKER II GROUNDSKEEPER II MATERIEL CONTROL CLERK II STOREKEEPER WAREHOUSE WORKER II	COMPUTER TECHNICIAN DATA PROCESSING CLERK DATA PROCESSING EQUIP OPERATOR SR DATA PROCESSING EQUIP OPERATOR SR DATA ENTRY OPERATOR TAPE LIBRARIAN	COMMUNITY SERVICE WORKER (SPAN SPK) OCCUPATIONAL THERAPIST ASSISTANT PHYSICAL THERAPIST ASSISTANT		43,509
III	PRINCIPAL OFFICE ASSISTANT SCHOOL SUBSTITUTE COORDINATOR SR ACCOUNT CLERK SR OFFICE ASSISTANT (SPAN SPK) SR STENOGRAPHER	COURIER CUSTODIAL WORKER III MAINTENANCE MECHANIC II MATERIEL CONTROL CLERK III	COMPUTER PROGRAMMER TRAINEE DATA CONTROL SUPERVISOR GRAPHICS MATERIAL DESIGNER OFFICE APPLICATIONS SPECIALIST SR COMPUTER GRAPHICS TECHNICIAN SR DATA PROCESSING CLERK	CAREER GUIDANCE TECHNICIAN	BUS TRANSPORTATION TECHNICIAN SCHOOL BUS DRIVER COORDINATOR	49,175
IV	ACCOUNTANT TRAINEE PRINCIPAL ACCOUNT CLERK PRINCIPAL STENOGRAPHER PURCHASING TECHNICIAN SR SCHOOL SUB COORDINATOR	GROUNDSKEEPER III HEAD CUSTODIAN MAINTENANCE MECHANIC III MATERIEL CONTROL CLERK IV TEXTBOOK PROGRAM COORDINATOR		CASE MANAGER JOB DEVELOPMENT COORDINATOR REGISTERED NURSE YOUTH COUNSELOR YOUTH COUNSELOR (SPAN SPK)	ASST FOOD SERVICE SUPERVISOR ASST SCHOOL TRANSPORTATION SUPERVISOR BUS TRANSPORTATION SPECIALIST CONTRACTS EXAMINER HEALTH & SAFETY ASSISTANT PUBLIC RELATIONS ASSISTANT SAFETY OFFICER SAFETY OFFICER TRAINEE WORKERS' COMPENSATION INVESTIGATOR	51,114
V	ACCOUNTANT PAYROLL SUPERVISOR PURCHASING AGENT	CHIEF CUSTODIAN MAINTENANCE MECHANIC IV		LABOR SPECIALIST III OCCUPATIONAL THERAPIST PHYSICAL THERAPIST TRAINING COORDINATOR VOLUNTEER PROGRAM COORDINATOR	GRAPHICS SUPERVISOR PUBLIC RELATIONS SPECIALIST RESEARCH ANALYST SCHOOL TRANSPORTATION COORDINATOR	64,303
VI		MAINTENANCE MECHANIC V		SUPERVISING OCCUPATIONAL THERAPIST SUPERVISING PHYSICAL THERAPIST SUPERVISING REGISTERED NURSE	SR CONTRACTS EXAMINER SR SAFETY OFFICER	70,816

\*\$500 deducted from starting salaries for first six months

APPENDIX A JULY 1, 2020 - JUNE 30, 2021

LEVEL	CLERICAL	CUSTODIAL	D.P.	INST.	OTHER	*START SALARY
A						
I	CASHIER MAIL CLERK OFFICE ASSISTANT PHOTOCOPY MACHINE OPERATOR SWITCHBOARD OPERATOR	CUSTODIAL WORKER I DRIVER MESSENGER GROUNDSKEEPER I LABORER MATERIEL CONTROL CLERK I STOCK CLERK	AUDIO VISUAL AIDE DATA ENTRY OPERATOR	COMMUNITY SERVICE AIDE LICENSED PRACTICAL NURSE	SECURITY GUARD MINIBUS DRIVER SCHOOL BUS DRIVER 33,702	41,294 43,981
II	ACCOUNT CLERK ACCOUNT CLERK (SPAN SPK) COMPUTER GRAPHICS TECHNICIAN OFFICE ASSISTANT (SPAN SPK) PHOTOCOPY MACHINE OP II SR OFFICE ASSISTANT	CUSTODIAL WORKER II GROUNDSKEEPER II MATERIEL CONTROL CLERK II STOREKEEPER WAREHOUSE WORKER II	COMPUTER TECHNICIAN DATA PROCESSING CLERK DATA PROCESSING EQUIP OPERATOR SR DATA PROCESSING EQUIP OPERATOR SR DATA ENTRY OPERATOR TAPE LIBRARIAN	COMMUNITY SERVICE WORKER (SPAN SPK) OCCUPATIONAL THERAPIST ASSISTANT PHYSICAL THERAPIST ASSISTANT		44,769
III	PRINCIPAL OFFICE ASSISTANT SCHOOL SUBSTITUTE COORDINATOR SR ACCOUNT CLERK SR OFFICE ASSISTANT (SPAN SPK) SR STENOGRAPHER	COURIER CUSTODIAL WORKER III MAINTENANCE MECHANIC II MATERIEL CONTROL CLERK III	COMPUTER PROGRAMMER TRAINEE DATA CONTROL SUPERVISOR GRAPHICS MATERIALS DESIGNER OFFICE APPLICATIONS SPECIALIST SR COMPUTER GRAPHICS TECHNICIAN SR DATA PROCESSING CLERK	CAREER GUIDANCE TECHNICIAN	BUS TRANSPORTATION TECHNICIAN SCHOOL BUS DRIVER COORDINATOR	50,531
IV	ACCOUNTANT TRAINEE PRINCIPAL ACCOUNT CLERK PRINCIPAL STENOGRAPHER PURCHASING TECHNICIAN SR SCHOOL SUB COORDINATOR	GROUNDSKEEPER III HEAD CUSTODIAN MAINTENANCE MECHANIC III MATERIEL CONTROL CLERK IV TEXTBOOK PROGRAM COORDINATOR		CASE MANAGER JOB DEVELOPMENT COORDINATOR REGISTERED NURSE YOUTH COUNSELOR YOUTH COUNSELOR (SPAN SPK)	ASST FOOD SERVICE SUPERVISOR ASST SCHOOL TRANSPORTATION SUPERVISOR BUS TRANSPORTATION SPECIALIST CONTRACTS EXAMINER HEALTH & SAFETY ASSISTANT PUBLIC RELATIONS ASSISTANT SAFETY OFFICER WORKERS' COMPENSATION INVESTIGATOR	52,503
V	ACCOUNTANT PAYROLL SUPERVISOR PURCHASING AGENT	CHIEF CUSTODIAN MAINTENANCE MECHANIC IV		LABOR SPECIALIST III OCCUPATIONAL THERAPIST PHYSICAL THERAPIST TRAINING COORDINATOR VOLUNTEER PROGRAM COORDINATOR SUPERVISING OCCUPATIONAL THERAPIST SUPERVISING PHYSICAL THERAPIST SUPERVISING REGISTERED NURSE	GRAPHICS SUPERVISOR PUBLIC RELATIONS SPECIALIST RESEARCH ANALYST SCHOOL TRANSPORTATION COORDINATOR	65,914
VI		MAINTENANCE MECHANIC V			SR CONTRACTS EXAMINER SR SAFETY OFFICER	72,537

\*\$500 deducted from starting salaries for first six months; deleted effective 9/24/2020

APPENDIX A JULY 1, 2021 - JUNE 30, 2022

LEVEL	CLERICAL	CUSTODIAL	D.P.	INST.	OTHER	START SALARY
A					SECURITY GUARD	42,517
I	CASHER MAIL CLERK OFFICE ASSISTANT PHOTOCOPY MACHINE OPERATOR SWITCHBOARD OPERATOR	CUSTODIAL WORKER I DRIVER MESSENGER GROUNDSKEEPER I LABORER MATERIEL CONTROL CLERK I STOCK CLERK	AUDIO VISUAL AIDE DATA ENTRY OPERATOR	COMMUNITY SERVICE AIDE LICENSED PRACTICAL NURSE	MINIBUS DRIVER SCHOOL BUS DRIVER 34,674	45,249
II	ACCOUNT CLERK ACCOUNT CLERK (SPAN SPK) COMPUTER GRAPHICS TECHNICIAN OFFICE ASSISTANT (SPAN SPK) PHOTOCOPY MACHINE OP II SR OFFICE ASSISTANT	CUSTODIAL WORKER II GROUNDSKEEPER II MATERIEL CONTROL CLERK II STOREKEEPER WAREHOUSE WORKER II	COMPUTER TECHNICIAN DATA PROCESSING CLERK DATA PROCESSING EQUIP OPERATOR SR DATA PROCESSING EQUIP OPERATOR SR DATA ENTRY OPERATOR TAPE LIBRARIAN	COMMUNITY SERVICE WORKER (SPAN SPK) OCCUPATIONAL THERAPIST ASSISTANT PHYSICAL THERAPIST ASSISTANT		46,050
III	PRINCIPAL OFFICE ASSISTANT SCHOOL SUBSTITUTE COORDINATOR SR ACCOUNT CLERK SR OFFICE ASSISTANT (SPAN SPK) SR STENOGRAPHER	COURIER CUSTODIAL WORKER III MAINTENANCE MECHANIC II MATERIEL CONTROL CLERK III	COMPUTER PROGRAMMER TRAINEE DATA CONTROL SUPERVISOR GRAPHICS MATERIAL DESIGNER OFFICE APPLICATIONS SPECIALIST SR COMPUTER GRAPHICS TECHNICIAN SR DATA PROCESSING CLERK	CAREER GUIDANCE TECHNICIAN	BUS TRANSPORTATION TECHNICIAN SCHOOL BUS DRIVER COORDINATOR	51,910
IV	ACCOUNTANT TRAINEE PRINCIPAL ACCOUNT CLERK PRINCIPAL STENOGRAPHER PURCHASING TECHNICIAN SR SCHOOL SUB COORDINATOR	GROUNDSKEEPER III HEAD CUSTODIAN MAINTENANCE MECHANIC III MATERIEL CONTROL CLERK IV TEXTBOOK PROGRAM COORDINATOR		CASE MANAGER JOB DEVELOPMENT COORDINATOR REGISTERED NURSE YOUTH COUNSELOR YOUTH COUNSELOR (SPAN SPK)	ASST FOOD SERVICE SUPERVISOR ASST SCHOOL TRANSPORTATION SUPERVISOR BUS TRANSPORTATION SPECIALIST CONTRACTS EXAMINER HEALTH & SAFETY ASSISTANT PUBLIC RELATIONS ASSISTANT SAFETY OFFICER SAFETY OFFICER TRAINEE WORKERS' COMPENSATION INVESTIGATOR	53,915
V	PURCHASING AGENT	CHIEF CUSTODIAN MAINTENANCE MECHANIC IV		LABOR SPECIALIST III OCCUPATIONAL THERAPIST PHYSICAL THERAPIST TRAINING COORDINATOR VOLUNTEER PROGRAM COORDINATOR SUPERVISING OCCUPATIONAL THERAPIST SUPERVISING PHYSICAL THERAPIST SUPERVISING REGISTERED NURSE	GRAPHICS SUPERVISOR PUBLIC RELATIONS SPECIALIST RESEARCH ANALYST SCHOOL TRANSPORTATION COORDINATOR	67,552
VI	ACCOUNTANT PAYROLL SUPERVISOR	MAINTENANCE MECHANIC V			SR CONTRACTS EXAMINER SR SAFETY OFFICER	74,287

APPENDIX A JULY 1, 2022 - JUNE 30, 2023

LEVEL	CLERICAL	CUSTODIAL	D.P.	INST.	OTHER	START SALARY
A						
I	CASHIER MAIL CLERK OFFICE ASSISTANT PHOTOCOPY MACHINE OPERATOR SWITCHBOARD OPERATOR	CUSTODIAL WORKER I DRIVER MESSENGER GROUNDSKEEPER I LABORER MATERIEL CONTROL CLERK I STOCK CLERK	AUDIO VISUAL AIDE DATA ENTRY OPERATOR	COMMUNITY SERVICE AIDE LICENSED PRACTICAL NURSE	SECURITY GUARD MINIBUS DRIVER SCHOOL BUS DRIVER 35,720	43,835 46,614
II	ACCOUNT CLERK ACCOUNT CLERK (SPAN SPK) COMPUTER GRAPHICS TECHNICIAN OFFICE ASSISTANT (SPAN SPK) PHOTOCOPY MACHINE OP II SR OFFICE ASSISTANT	CUSTODIAL WORKER II GROUNDSKEEPER II MATERIEL CONTROL CLERK II STOREKEEPER WAREHOUSE WORKER II	COMPUTER TECHNICIAN DATA PROCESSING CLERK DATA PROCESSING EQUIP OPERATOR SR DATA PROCESSING EQUIP OPERATOR SR DATA ENTRY OPERATOR TAPE LIBRARIAN	COMMUNITY SERVICE WORKER (SPAN SPK) OCCUPATIONAL THERAPIST ASSISTANT PHYSICAL THERAPIST ASSISTANT		47,428
III	PRINCIPAL OFFICE ASSISTANT SCHOOL SUBSTITUTE COORDINATOR SR ACCOUNT CLERK SR OFFICE ASSISTANT (SPAN SPK) SR STENOGRAPHER	COURIER CUSTODIAL WORKER III MAINTENANCE MECHANIC II MATERIEL CONTROL CLERK III	COMPUTER PROGRAMMER TRAINEE DATA CONTROL SUPERVISOR GRAPHICS MATERIAL DESIGNER OFFICE APPLICATIONS SPECIALIST SR COMPUTER GRAPHICS TECHNICIAN SR DATA PROCESSING CLERK	CAREER GUIDANCE TECHNICIAN	BUS TRANSPORTATION TECHNICIAN SCHOOL BUS DRIVER COORDINATOR	53,387
IV	ACCOUNTANT TRAINEE PRINCIPAL ACCOUNT CLERK PRINCIPAL STENOGRAPHER PURCHASING TECHNICIAN SR SCHOOL SUB COORDINATOR	GROUNDSKEEPER III HEAD CUSTODIAN MAINTENANCE MECHANIC III MATERIEL CONTROL CLERK IV TEXTBOOK PROGRAM COORDINATOR		CASE MANAGER JOB DEVELOPMENT COORDINATOR REGISTERED NURSE YOUTH COUNSELOR YOUTH COUNSELOR (SPAN SPK)	ASST FOOD SERVICE SUPERVISOR ASST SCHOOL TRANSPORTATION SUPERVISOR BUS TRANSPORTATION SPECIALIST CONTRACTS EXAMINER HEALTH & SAFETY ASSISTANT PUBLIC RELATIONS ASSISTANT SAFETY OFFICER SAFETY OFFICER TRAINEE WORKERS' COMPENSATION INVESTIGATOR	55,426
V	PURCHASING AGENT	CHIEF CUSTODIAN MAINTENANCE MECHANIC IV		LABOR SPECIALIST III OCCUPATIONAL THERAPIST PHYSICAL THERAPIST TRAINING COORDINATOR VOLUNTEER PROGRAM COORDINATOR	GRAPHICS SUPERVISOR PUBLIC RELATIONS SPECIALIST RESEARCH ANALYST SCHOOL TRANSPORTATION COORDINATOR	69,293
VI	ACCOUNTANT PAYROLL SUPERVISOR	MAINTENANCE MECHANIC V		SUPERVISING OCCUPATIONAL THERAPIST SUPERVISING PHYSICAL THERAPIST SUPERVISING REGISTERED NURSE	SR CONTRACTS EXAMINER SR SAFETY OFFICER	76,142



APPENDIX A JULY 1, 2023 - JUNE 30, 2024

LEVEL	CLERICAL	CUSTODIAL	D.P.	INST.	OTHER	START SALARY
A					SECURITY GUARD	45,176
I	CASHIER MAIL CLERK OFFICE ASSISTANT PHOTOCOPY MACHINE OPERATOR SWITCHBOARD OPERATOR	CUSTODIAL WORKER I DRIVER MESSENGER GROUNDSKEEPER I LABORER MATERIEL CONTROL CLERK I STOCK CLERK	AUDIO VISUAL AIDE DATA ENTRY OPERATOR	COMMUNITY SERVICE AIDE LICENSED PRACTICAL NURSE	MINIBUS DRIVER SCHOOL BUS DRIVER 36,925	48,002
II	ACCOUNT CLERK ACCOUNT CLERK (SPAN SPK) COMPUTER GRAPHICS TECHNICIAN OFFICE ASSISTANT (SPAN SPK) PHOTOCOPY MACHINE OP II SR OFFICE ASSISTANT	CUSTODIAL WORKER II GROUNDSKEEPER II MATERIEL CONTROL CLERK II STOREKEEPER WAREHOUSE WORKER II	COMPUTER TECHNICIAN DATA PROCESSING CLERK DATA PROCESSING EQUIP OPERATOR SR DATA PROCESSING EQUIP OPERATOR SR DATA ENTRY OPERATOR TAPE LIBRARIAN	COMMUNITY SERVICE WORKER (SPAN SPK) OCCUPATIONAL THERAPIST ASSISTANT PHYSICAL THERAPIST ASSISTANT		48,929
III	PRINCIPAL OFFICE ASSISTANT SCHOOL SUBSTITUTE COORDINATOR SR ACCOUNT CLERK SR OFFICE ASSISTANT (SPAN SPK) SR STENOGRAPHER	COURIER CUSTODIAL WORKER III MAINTENANCE MECHANIC II MATERIEL CONTROL CLERK III	COMPUTER PROGRAMMER TRAINEE DATA CONTROL SUPERVISOR GRAPHICS MATERIAL DESIGNER OFFICE APPLICATIONS SPECIALIST SR COMPUTER GRAPHICS TECHNICIAN SR DATA PROCESSING CLERK	CAREER GUIDANCE TECHNICIAN	BUS TRANSPORTATION TECHNICIAN SCHOOL BUS DRIVER COORDINATOR	54,889
IV	ACCOUNTANT TRAINEE PRINCIPAL ACCOUNT CLERK PRINCIPAL STENOGRAPHER PURCHASING TECHNICIAN SR SCHOOL SUB COORDINATOR	GROUNDSKEEPER III HEAD CUSTODIAN MAINTENANCE MECHANIC III MATERIEL CONTROL CLERK IV TEXTBOOK PROGRAM COORDINATOR		CASE MANAGER JOB DEVELOPMENT COORDINATOR REGISTERED NURSE YOUTH COUNSELOR YOUTH COUNSELOR (SPAN SPK)	ASST FOOD SERVICE SUPERVISOR ASST SCHOOL TRANSPORTATION SUPERVISOR BUS TRANSPORTATION SPECIALIST CONTRACTS EXAMINER HEALTH & SAFETY ASSISTANT PUBLIC RELATIONS ASSISTANT SAFETY OFFICER SAFETY OFFICER TRAINEE WORKERS' COMPENSATION INVESTIGATOR	56,962
V	PURCHASING AGENT	CHIEF CUSTODIAN MAINTENANCE MECHANIC IV		LABOR SPECIALIST III OCCUPATIONAL THERAPIST PHYSICAL THERAPIST TRAINING COORDINATOR VOLUNTEER PROGRAM COORDINATOR SUPERVISING OCCUPATIONAL THERAPIST SUPERVISING PHYSICAL THERAPIST SUPERVISING REGISTERED NURSE	GRAPHICS SUPERVISOR PUBLIC RELATIONS SPECIALIST RESEARCH ANALYST SCHOOL TRANSPORTATION COORDINATOR	71,063
VI	ACCOUNTANT PAYROLL SUPERVISOR	MAINTENANCE MECHANIC V			SR CONTRACTS EXAMINER SR SAFETY OFFICER	78,028



# Appendix B

**Settlement Agreement****OTI Staff Performing Custodial Work Grievance**

1. The opening of the buildings for general use (such as school days, business days, events) is the work of custodians. This shall not preclude the entry into and use of a building by staff and management who are authorized to work in the building outside of operating hours (non-business/non-school hours) for their business purposes and that do not require opening the building for general use. Examples of those authorized for such entry and use include, but is not limited to, Administrative Council, sub-service, principals, O.T.I. employees.
2. The stipulation is not admissible in any other proceeding except to enforce the terms of this stipulation.

Print Name:

Brandon Nasierowski

For the Union

Date:

12/1/2015

Print Name:

R. Terri McGweeney

For the Agency

Date:

12/1/15

# Appendix C

## **LETTER OF UNDERSTANDING**

**IT IS UNDERSTOOD AND AGREED between BOARD OF COOPERATIVE EDUCATIONAL SERVICES, FIRST SUPERVISORY DISTRICT OF SUFFOLK COUNTY ("ESBOCES"), The Employer, and UNITED PUBLIC SERVICE EMPLOYEES UNION ("UPSEU"), the Union, that the Employer and the Union have reached the following understanding under the parties' 2011-2018 collective bargaining agreement ("Agreement").**

Unit members who are not eligible for ESBOCES sponsored Group Health Insurance Coverage due to receiving health care from another source that meets the ninety percent (90%) comparability rule as described in Article 5A(2), shall be offered an alternative health insurance plan that is compatible with the affordability and minimum value requirements of the Affordable Care Act. A copy of the Coverage is affixed hereto. Unit members accepting this alternative health insurance shall pay the same percentage portion for coverage as stated in Article 5A(3)(c).

Effective January 1, 2016 these unit members who elect to waive the alternative health insurance plan shall be compensated at the rate of one thousand dollars (\$1,000.00) annually, with such compensation paid in the same manner as it is paid to those eligible for the contractual health/waiver provision and not covered under the 90% comparability rule.

This Agreement shall have no impact on any other unit member other than those unit members who are not eligible for coverage or the waiver payment due to the 90% eligibility provision.

The alternative health insurance plan shall be offered to other unit employees if written consent of United Public Services Employees Union is provided the Agency.

All other provisions of the Collective Bargaining Agreement between the parties shall remain in full force an effect.

The Employer shall only offer this alternative coverage, and corresponding waiver compensation, to the extent required to meet the Employer Shared Responsibility provisions of the Affordable Care Act or similar federal or state law.

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

BY: *John Davis, Jr.*

UNITED PUBLIC SERVICE EMPLOYEES  
UNION

By: *[Signature]*  
Kevin E. Boyle, Jr., President

DATE: March 7, 2016

BY: *[Signature]*  
Tina Fisher, Unit President

DATE: 3/7/16