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BY AND BETWEEN

THE

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

EASTERN SUFFOLK BOCES

and the

**BOCES EDUCATORS OF EASTERN
SUFFOLK PARA EDUCATORS/
SIGN LANGUAGE INTERPRETERS**

July 1, 2023 - June 30, 2030

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ARTICLE 1 - RECOGNITION

The Board of Cooperative Educational Services (hereinafter "ESBOCES") recognizes the BOCES Educators of Eastern Suffolk Para Educators/Sign Language Interpreters (hereinafter "Association") as the duly authorized representative of all Aides (Special Education and Bilingual), Teaching Assistants, and Sign Language Interpreters, excluding all other titles, pursuant to the job duties contained in the Commissioner of Education Regulation 80.33 as of July 1, 1979.

"Para Educator" refers to all Teaching Assistants and Aides. When a provision references a *Teaching Assistant* or *Aide*, that provision shall specifically refer to that group.

ARTICLE 2 - PAYROLL DEDUCTION

A. Dues

1. ESBOCES shall deduct from the salaries of its employees covered by the Agreement the dues for the ESBOCES Teachers' Association, Para Educators/Sign Language Interpreters Bargaining Unit, pursuant to authorization cards signed by the employees.
2. Effective 9/1/2019, the total annual dues, as authorized by said cards, shall be deducted in equal installments over eighteen (18) pay periods, commencing in October.
3. Dues authorization cards, if any, are to be signed and submitted to the ESBOCES Payroll Department.
4. ESBOCES shall transmit the amount deducted for dues to the Association.
5. The Association shall indemnify and save ESBOCES harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by ESBOCES pursuant to this deduction.
6. After an employee has initially enrolled in the Association and affiliated organizations (and takes advantage of dues deduction), these deductions will be made automatically from year to year unless the individual notifies the Association and the Payroll Department pursuant to the instructions and limitations agreed to on the Association's enrollment and/or authorization card and/or form signed by the employee.

B. Credit Union

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

C. Benefit Trust

Payroll deduction is provided for NYSUT members who participate in the NYSUT Benefit Trust program.

D. Tax Sheltered Annuities

ESBOCES shall provide the opportunity to an employee to enroll in one (1) tax sheltered annuity program.

E. VOTE/COPE

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

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition

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

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally and, in so doing, shall give notice that a "grievance" is being raised.
2. Each grievance shall be submitted in writing on a form approved by ESBOCES and

the Association and shall identify the aggrieved party, the provision of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted at step 2, in writing, within thirty (30) school days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. Step One (1) Immediate Supervisor

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

E. Step Two (2) Administrative Level

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

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

1. If the grievance is not resolved, the Board will be notified within fifteen (15) school days after receiving the decision of the District Superintendent or their designee.
2. The Board will then hold a meeting within forty-five (45) calendar days.
3. Within five (5) school days after the meeting, the Board shall submit a decision on

the grievance in writing.

G. Step Four (4)

1. If the grievance is not resolved, the Association may submit the grievance to Advisory Arbitration within fifteen (15) days of receipt of the Board's determination.
2. The parties shall select an arbitrator pursuant to the procedures of, and approved by, the American Arbitration Association.
3. The cost for the services of the arbitrator will be borne equally by ESBOCES and the Association, using the AAA's list-only service.
4. An individual or group of Para Educators/Sign Language Interpreters may not proceed to arbitration without the approval of the Association. The Association retains the exclusive right to settle any grievance on behalf of an individual employee or group of employees.

ARTICLE 4 - LEAVES

A. Child Rearing Leave

1. Child rearing leave 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. Child rearing leave must be requested in writing by the parent or guardian. The maximum length of child rearing leave shall be two (2) years, and it shall be unpaid. In no event may an employee receive sick leave benefits while on such child rearing leave.
3. Requests for child rearing leave shall be made at least sixty (60) calendar days before the commencement of the leave. Employees shall return to work from child rearing leave only at the beginning of a semester.
4. Immediately following the birth or adoption of a child, a non-birthing or adopting employee may use up to fifteen (15) sick leave days to help care for the child or care for the mother

B. Leave of Absence

A leave of absence without pay or increment of up to one (1) year may be granted for personal reasons at the sole discretion of the District Superintendent or their designee.

C. Educational Leave

1. A leave of absence without pay of up to twenty (20) weeks will be granted for student teaching. At the discretion of ESBOCES, leave may be approved for time that does not coincide with the January 31 and June 30 dates. Written request and documentation from the college/university substantiating the need for the leave and the applicable timeframe will be required.

2. Notwithstanding Article 4 section C.1, it is at the Agency's sole discretion that Para Educators/Sign Language Interpreters may utilize personal accruals and unpaid personal leave time to complete student teaching requirements during time periods that differ from ESBOCES semester dates.

3. Para Educators/Sign Language Interpreters may utilize personal accruals and may request conversion of sick accruals to personal time, for a maximum of three (3) weeks, to pursue higher education degree requirements, certification, or licensing that is required by the Agency and that support Agency objectives/services. Written request and documentation from the college/university substantiating the need for the leave and the applicable timeframe will be required.

4. If the leave occurs in the second semester and the employee subsequently works in the summer school program, all benefits will be reinstated effective July 1. If the employee does not subsequently work in the summer school program, benefits will be reinstated effective September 1, provided that the employee returns to their position.

D. Association Leave

1. One (1) Para Educator/Sign Language Interpreter designated by the Association will, upon request, be granted a leave of absence for up to two (2) years without pay for the purpose of engaging in Association activities.

2. Time necessary for Association representatives, up to three (3) days per year, will be allowed to attend conferences or meetings with the approval of the District Superintendent of their designee. All expenses for attendance at conferences and conventions will be paid by the Association.

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

E. Sick/Family Sick Leave

1. All full-time Para Educators/Sign Language Interpreters will be provided yearly with sick/family sick leave of 12.5 days.

2. Family sick days may be used when an employee's spouse, domestic partner or minor (age birth to 18 or otherwise documented disabled dependent) child is sick.

3. A note from a healthcare provider may be required when an employee takes more than two (2) consecutive sick/family sick days or three (3) non-consecutive sick/family sick days within the same week. Failure to obtain a note from a healthcare provider when directed will mean the loss of one two-hundredth (1/200th) of annual salary for each day beyond the two (2) days. Absences the day prior to, or the day following, a holiday weekend, holiday, or vacation period may result in the loss of one (1) day for each day indicated above unless a note from a healthcare provider is produced indicating the need for the absence.
4. An employee who has exhausted all sick/family sick time must provide medical documentation. With medical documentation, single dockage will occur. In the absence of medical documentation, the employee will be considered absent without authorization and subject to disciplinary action.
5. The last day of school is not considered adjacent to a holiday or vacation period. Para Educators/Sign Language Interpreters absent on the last day of school due to illness will not be required to provide a note from a healthcare provider.
6. Employees who have accumulated 201 days or more will be paid those days in excess of 200 (but not to exceed ten (10) days per year) at a rate of \$75.00 per day. The value of these sick sellback days will be deposited as employer non-elective contributions into the employee's 403(b) non-elective account. All payment for sick sellback dates are employer non-elective contributions and follow the no-cash option and are governed by the terms of Appendix I and IRS regulations.
7. Sick and Personal Leave Stipend. Full-time unit members employed on or before September 30 of each year, who used no more than seven (7) sick and personal days, who have not been granted an additional leave under federal or state leave laws or under federal or state disability discrimination laws as an accommodation, and who took no unprotected, unpaid leaves of absence during the preceding school year, shall receive a payment of \$300 on or before August 1 of the following year.

F. Sick Leave Bank

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

G. Personal Leave

1. Four (4) personal days without reason will be provided yearly. The employee must make a written request for approval to their supervisor at least seven (7) days prior to the requested day. In the event that an emergency requires less notification, the employee can request personal leave and may be required to provide sufficient documentation to their supervisor to demonstrate why the deadline was not met.

2. An employee will be docked, to the extent permitted by applicable law, when he/she has exhausted all personal days and uses an additional personal day(s). If documentation can be produced which would be approved for a personal day with reason, single docking will occur. If no documentation is provided, the employee will be considered absent without authorization and subject to disciplinary action.

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

H. Combining Sick and Personal Time

If a sick day(s) is (are) taken in conjunction with a personal day(s), which are taken with a holiday or long weekend, a note from a healthcare provider may be required.

I. Cumulative Days

Sick leave days and personal days shall be cumulative to two hundred (200) days. An annual form will be transmitted to each Para Educator/Sign Language Interpreter indicating the cumulative sick leave.

J. Serious Illness

A Para Educator/Sign Language Interpreter who experiences serious illness of a family member not covered by Section E(2) or other extraordinary and/or unusual events may make application to the Assistant Superintendent for Human Resources for the conversion of accumulated sick leave to personal days to be used during the aforementioned circumstance with the approval of the District Superintendent or their designee. Prior to making application, the employee must have exhausted the current supply of personal days.

K. Military Leave

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

ARTICLE 5 - PERSONAL INJURY

A. Para Educators/Sign Language Interpreters Not Covered By Disability Clause

A Para Educator/Sign Language Interpreter not covered by the disability clause (Article 8(G)) who is absent as a result of personal injury caused by an ESBOCES parent/guardian or ESBOCES student during the course of employment will be paid sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of their salary and to otherwise reflect the guidelines of the Long Term Disability ("LTD") policy, for a period of up to one (1) year, and no part of such absence will be charged to annual or accumulated sick leave. Any Workers' Compensation award shall offset the allocation. Upon request, the employee

will provide a note from a healthcare provider verifying such injury and/or the need for continuing absence.

B. Para Educators/Sign Language Interpreters Covered By Disability Clause

A Para Educator/Sign Language Interpreter covered by the disability clause (Article 8(G)) who is absent as a result of personal injury caused by an ESBOCES parent/guardian or ESBOCES student while performing their duties shall not be charged any accumulated sick days which may be needed as a result of such injury, for a period of up to one (1) year. LTD and Workers' Compensation shall offset the allocation. This provision is administered by a joint committee, which shall develop procedures to manage usage.

ARTICLE 6 – RETIREMENT LEAVE PAYMENT

A. Written Requests

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

B. Retirement Eligibility Requirements

1. The employee must be eligible to receive benefits from the New York State Teachers' Retirement System (NYSTRS) or New York State Local Retirement System (NYSLRS).
2. Eligibility to receive benefits from Social Security, as long as the Para Educator/Sign Language Interpreter meets New York State Retirement System requirements had they been a member, entitles the member to retirement leave.

C. Employees Hired on or Before February 1, 1980

For eligible employees, accumulated but unused sick leave days up to a maximum of one hundred fifty (150) days shall be treated as Non-Elective Contributions to the employee's 403(b) account at the rate of one hundred ten percent (110%) of the final year's salary per day.

D. Employees Hired After February 1, 1980

For eligible employees, the first one hundred (100) accumulated but unused sick leave 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 ($\frac{1}{2}$) of one two-hundredth ($\frac{1}{200^{\text{th}}$) of the employee's final year's salary per day. Accumulated but unused days in excess of one hundred (100) but not exceeding two hundred (200) shall be treated as Non-Elective Contributions to the employee's 403(b) account at the rate of one two-hundredth ($\frac{1}{200^{\text{th}}$) of the employee's final year's salary per day.

E. Employees Hired on or After July 1, 1999

For eligible employees, hired on or after July 1, 1999, up to two hundred (200) accumulated but unused sick leave days shall be treated as Non-Elective Contributions to the employee's 403(b) account at the rate of one-half ($\frac{1}{2}$) of one two-hundredth ($\frac{1}{200^{\text{th}}$) of the employee's final year's salary per day, provided the employee has accumulated a minimum of fifty (50) days.

ARTICLE 7 - TEMPORARY LEAVES OF ABSENCE

A. Legal Proceedings

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

B. Communicable Disease

Temporary leaves of absence with pay, up to two (2) weeks, will be granted to employees who contract a verifiable communicable disease traceable to contact made with a student at ESBOCES. For the purpose of this provision, communicable disease will be classified as: Bedbugs, Chicken Pox, Conjunctivitis, Fifth Disease, Hand, Foot and Mouth (coxsackie) Disease, Impetigo, Scabies. A maximum of one (1) day paid leave of absence will be granted for absence due to lice or ring worm traceable to contact made with a student in school.

C. Bereavement

1. Up to five (5) consecutive days in the event of death of an employee's spouse, child, parent, mother-in-law, father-in-law, brother, sister, or grandchild, and any relative who lives in the employee's domicile.
2. Up to three (3) consecutive days in the event of death of close relatives shall be granted if needed. Close relatives are defined as a grandparent, aunt, uncle, niece, nephew, sister-in-law, brother-in-law, stepparent, stepchild, son-in-law or daughter in law.
3. There may be some occasions where there is a delay of wake/funeral, or other form of services (e.g., reasons due to a religious nature, inquiry of death, holding of body, travel of family members) when an employee requests delayed bereavement leave or non-consecutive days. In these instances, the employee shall, upon ESBOCES

request, provide ESBOCES with documentation to support said delay or reason for non-consecutive days. Delayed bereavement leave shall be defined as bereavement leave commencing more than one week after the death of a family member and shall be approved at ESBOCES' discretion. Non-consecutive days of bereavement leave shall be approved at ESBOCES' discretion.

4. The parties agree that bereavement leave is time to bereave the death of a relative and does not represent accrued days for future use.
5. No more than three (3) sick leave days can be converted to bereavement leave for the death of any person not referenced in Section C(1) or (2).

D. Critical Illness

"Critical illness" is officially classified as critical or terminal.

1. Up to five (5) consecutive days in the event of a critical illness, as determined by a healthcare provider's verification, of an employee's spouse, child, parent, mother-in-law, father-in-law, brother, or sister, and any relative who lives in the employee's domicile.
2. Up to three (3) consecutive days in the event of a critical illness, as determined by a healthcare provider's verification, of an employee's close relatives shall be granted if needed. Close relatives are defined as a grandparent, aunt, uncle, niece, nephew, sister-in-law, or brother-in-law, stepparent, stepchild, son-in-law, daughter-in-law.
3. The parties agree that critical illness leave is time to care for a relative and does not represent accrued days for future use.

E. Jury Duty

Employees will be given leave with pay for jury duty.

F. Conference/Visitation

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

ARTICLE 8 - INSURANCE

A. Eligibility

1. Employees working .5 FTE or above—prorated based upon FTE—shall be entitled

to receive health insurance as described in this Article, provided they do not receive comparable coverage from another source. Comparability shall be decided by the ninety percent (90%) rule (based on NYSHIP plan) governing benefits and employee costs.

2. Employees will have the opportunity to change their elections with regard to the insurance plan once each year during the month of NOVEMBER, with the effective date of the change to be JANUARY 1. Health insurance plans offered to employees shall be the NYSHIP/Empire Plan, the East End Health Plan, and the Emblem Health Low Option Plan.

3. Employees 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 to the extent permitted by the plan. (There shall be no exclusion for pre-existing conditions.)

4. 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 (based on NYSHIP plan).

5. It is the obligation of the employee to advise ESBOCES of any change in status. The intent of this provision is to provide unit employees with health insurance coverage but not dual coverage.

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

B. Health Insurance for Employees:

1. For eligible employees, ESBOCES shall contribute eighty (80%) percent toward individual or family health insurance coverage through the NYSHIP Empire Plan.

2. Employees, who declined individual or family health coverage in exchange for a waiver payment for the 2022-2023 school year only, will continue to be eligible to receive the payment of \$2,500 in subsequent school year, provided they waive family or individual coverage continuously and receive the payment, and provided, further, they provide supportive documentation required by the agency prior to September 1 of each year.

3. The buyout period shall run from January 1st through December 31st of each year. The option to elect the buyout shall be presented on an annual basis in the month of November.

4. Employees who elect the buyout will not be allowed to enroll in NYSHIP for the entire buyout period, unless they experience a qualifying event as defined by Section 125 of the Internal Revenue Code. To the extent that an employee who has elected the buyout experiences a qualifying event and wishes to enroll in NYSHIP before the end of the buyout period, the employee must provide ESBOCES with adequate documentation, in the sole discretion of ESBOCES, that a qualifying event has occurred.
5. Family insurance coverage is available to eligible employees who have domestic partners, which shall be defined as partners who have obtained and presented to ESBOCES a Certificate of Registration of Domestic Partnership.

C. Health Insurance Into Retirement

1. Unit employees employed as of July 1, 1996, who have at least ten (10) years of ESBOCES service at the time of retirement, will receive fully paid health insurance into retirement, individual or family. For employees hired after July 1, 1996, fully paid health insurance into retirement will be provided after ten (10) years (individual coverage) or twenty (20) years (family coverage) of service. To be eligible for this benefit, retirement from the N.Y.S. Retirement System or Social Security Retirement must immediately follow active service to ESBOCES. Employees shall be entitled to an individual contract upon retirement.
2. For employees who had twenty years of service with Eastern Suffolk BOCES on or before June 30, 2011, the Agency provided an irrevocable health care retirement guarantee in the form annexed hereto as "Appendix E." All other 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 and the collective bargaining agreement in place at retirement, as in the terms specified in "Appendix D."
3. In order for an eligible active employee to be eligible for health insurance into retirement, the employee must have the following years of service with ESBOCES in accordance with the employee's date of hire:

For individual health insurance into retirement: Employees hired after July 1, 2003, must have ten (10) years of service; employees hired after July 1, 2013 must have 15 years of service with ESBOCES and employees hired after July 1, 2019 must have 20 years of service.

For family health insurance: All employees, regardless of hire date, must have twenty (20) years of service.

For those eligible for health insurance in retirement, ESBOCES will contribute the same percentage of the NYSHIP/Empire premium cost as ESBOCES did on the employee's last day of employment.

D. Dental Plan

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

E. Optical Plan

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

F. Disability Income Insurance

A disability insurance policy will be provided by ESBOCES for all full-time Para Educators/Sign Language Interpreters which will compensate the disabled Para Educator/Sign Language Interpreter at a combined rate of two-thirds ($\frac{2}{3}$) of their salary with a maximum total income of \$7,000 per month for a period beginning ninety (90) days following disability until the age the Para Educator/Sign Language Interpreter qualifies for retirement. Some exceptions may present themselves for certain types of illnesses such as psychological disorders as determined by the policy.

G. Group Life Insurance

1. Effective July 1, 2021 full time employees shall have the option to purchase, at the employee's expense, a forty-thousand-dollar (\$40,000) term life insurance policy. Employees will be given the option to purchase an additional \$15,000 or \$30,000 of life insurance at the group rate, pending insurance company approval.
2. Retirees will be permitted to purchase life insurance immediately following their retirement from full-time employment by paying the entire applicable premium themselves. The premium will be at the retiree group rate, contingent upon carrier approval.

H. Workers' Compensation

1. An employee shall give notice of an on-the-job injury within twenty-four (24) hours of its occurrence unless physically unable to do so. The employee must notify their supervisor as soon as possible.
2. The Board will deduct 0.5 days sick leave for each one (1) day of absence immediately following a Workers' Compensation injury. If an employee alleges the recurrence of an on-the-job injury, the employee must produce a doctor's verification specifically referring to the injury date. If an employee anticipates that their injury will require an absence in excess of ninety (90) calendar days, he/she should notify ESBOCES and may apply for disability insurance.

I. Health Care Legislation

1. In the event that during the term of this Agreement, any healthcare option or coverage offered by ESBOCES under this Agreement becomes insufficient or deficient pursuant to any federal, state or local health care legislation or any other regulation then in effect requiring a modification of the options or coverage, ESBOCES shall have the option to do any of the following: 1) correct any insufficiency or deficiency without impacting the contribution levels of employees; 2) cease non-complying coverage options; 3) elect to pay any legislated or regulated penalties in lieu of adopting compliant coverage options, and/or 4) reopen this Agreement for bargaining (not limited as to any mandatory subject of bargaining).
2. Modifications of coverage described in section I.1 shall include modifications to the coverage of individual employees that inure to the benefit of that employee.
3. When needed by ESBOCES to verify compliance with health care legislation, employees, upon request, shall provide ESBOCES with the 1040 tax document information for their entire household.

ARTICLE 9 - FINANCIAL LOSS - SAVE HARMLESS

A. Financial Loss / Save Harmless

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

B. Personal Property Damage

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

C. Personal Reimbursement

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

ARTICLE 10 - MILEAGE ALLOWANCE

In the event an employee is required and authorized by the ESBOCES administration to use their personal automobile for school business, the employee will be reimbursed. The rate of reimbursement for use of personal automobiles in carrying out the duties of a Para Educator/Sign Language Interpreter of ESBOCES shall be the maximum mileage allowance then in effect that is set forth in the rules of the United States Internal Revenue Service.

ARTICLE 11 - IN SERVICE TRAINING

ESBOCES shall provide an annual in-service training program for Para Educators/Sign Language Interpreters.

ARTICLE 12 - ORIENTATION

ESBOCES shall provide an orientation program for new Para Educators/Sign Language Interpreters.

ARTICLE 13 - PROFESSIONAL CONDITIONS

A. Composition of Committee

A professional practice committee shall be established that will meet on an "as needed" basis, as determined by either the Union or Management. Composition of the committee will be made up of Para Educators/Sign Language Interpreters appointed by the association and administrators appointed by the District Superintendent or their designee. The purpose of this committee will be to discuss and resolve matters of mutual concern.

B. Funds

There shall be allocated a fund in the amount of \$10,000 per year for use by the Para Teacher Mentoring Training Program or any related staff development given to Para Educators/Sign Language Interpreters, mutually agreed upon by the Para Educators Training Committee and the Director of Educational Services or designee. Any funds not used in the current year will be carried over to the next year.

ARTICLE 14 - EDUCATIONAL INCENTIVE

A. In-Service Credits

Each year, Para Educators/Sign Language Interpreters will have an opportunity to receive an educational incentive of \$300 for the completion of three (3) in-service credits; fifteen (15) hours equals one (1) in-service credit. To achieve fifteen (15) hours, Agency-approved workshops or coursework may be taken in individual blocks (i.e.; fifteen (15) one (1)-hour workshops equal fifteen (15) hours). If these workshops and/or coursework are used for certification requirements, they cannot also be used for the educational incentive. Payment for more than three (3) credits in any given fiscal year may be approved by the Division Director up to nine (9) credits. Courses must have the prior approval of the Division Director. Prior to payment of the incentive, satisfactory proof must be provided that the course has been completed inclusive of satisfactory attendance. This amount shall be a one-time payment and will not be added to the Para Educator/Sign Language Interpreter's salary. ESBOCES shall provide a total of \$15,000 per year for this incentive. In order to be eligible for the incentive payment for in-service credits, a Para Educator/Sign Language Interpreter must file the appropriate request within one (1) month of completion of the third in-service credit.

B. Undergraduate Credits

Each employee will be eligible for a \$300 stipend to be added to their yearly salary for completion of each six (6) credits of eligible course work, to a maximum total of sixty (60) credits. Eligible course work is defined as undergraduate courses which began on or after July 1, 1999, in a degree bearing program functionally related to their position in ESBOCES. The Divisional Director must pre-approve all course work. Educational Incentive request must be filed no later than October 1 for a September 1 adjustment and March 1 for a February 1 adjustment of that same year.

ARTICLE 15 - REDUCTION OF AIDES

A. Layoff and Recall of Aides

1. Layoff and recall of Special Education Aides shall be by seniority, on an Agency-wide basis. Bilingual Teacher Aides will be on a separate seniority list to the extent permitted by applicable law.
2. The recall list will remain in effect for three (3) years. A refusal of position removes an Aide from the list.
3. Excessed Aides will retain accrued seniority and sick time in the event of a recall.

B. Job Abandonment by Probationary Aides

1. Probationary aides, who are absent from work without authorization for ten (10) consecutive workdays, shall be deemed to have resigned from their positions if they do not provide an explanation satisfactory to the agency on or before the 11th workday following commencement of their unauthorized absence.
2. Within thirty (30) calendar days from the 10th consecutive day of absence from work without authorization, employees may submit an explanation concerning their absence to the Assistant Superintendent of Human Resources, or their designee. The burden shall be upon the employee to establish that it was not possible for them to return to work or notify the Agency during the absence. Whether to undo the resignation, or not, shall be within the sole discretion of the Agency.

ARTICLE 16 - ASSIGNMENT CHANGES OF AIDES OR ASSISTANTS

A. Voluntary Transfers

Any unit employee may request a transfer by filing a written request with the Program Director. The Program Director will acknowledge the request within two (2) weeks and will send a written response to the unit employee as soon as a decision is known.

B. Involuntary Transfers

1. When an involuntary transfer or reassignment of a Para Educator/Sign Language Interpreter is necessary from a facility or program, the determination will be made by the Director of the division. ESBOCES will:

- a. seek volunteers first
- b. consider reassignment preferences
- c. consider seniority
- d. consider program needs

2. Involuntary transfers or reassignments will be made only after a meeting between the employee to be transferred and the Divisional Director or their designee (i.e. building Principal). In the event that a unit employee objects to the transfer or reassignment, the unit employee and their area representative may have a meeting with the Divisional Director or their designee. Involuntary transfers may occur as a result of the need of the Agency resulting from changes in student enrollment and/or placement.

3. When involuntary transfers are made, the Para Educator/Sign Language Interpreter will receive at least a 10-calendar day notification, whenever possible.

C. Vacancies

All vacancies and/or new positions within the bargaining unit shall be posted via email to All BOCES Users.

ARTICLE 17 – EVALUATION

- A. Each Teaching Assistant, Aide, and Sign Language Interpreter will be evaluated at least once per year. Teaching Assistants/Aides/Sign Language Interpreters will be given a copy of any formal evaluation report, using MLP/OASYS evaluation system and prepared by their supervisors, at least one (1) day before the conference to discuss it. Such report shall not be submitted to central administration, placed in the employee's file, or otherwise acted upon unless the employee has been given a prior opportunity for conference with the supervisor. The Teaching Assistant/Aide/Sign Language Interpreter will acknowledge that he or she had the opportunity to review the report by signing the copy to be filed, with the express understanding that such signature in no way indicated agreement with the contents thereof. The Teaching Assistant/Aide/Sign Language Interpreter will also have the right to submit a written answer to the report and said answer shall be reviewed by the appropriate administrator and attached to the file copy.
- B. Without prior notice, no material derogatory to a Para Educator/Sign Language Interpreter's character or personality will be placed in their confidential personnel file. This section shall not be interpreted to preclude the filing of evaluation forms.

ARTICLE 18 – MENTORING PROGRAM

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

Paras in Program

0-5	N/A
5-15	\$250
15-24	\$350
25-49	\$500
50+	Additional mentors may be assigned.

- B. The training coordinator for the para/teacher mentor training program in conjunction with the building or program administrator will determine the mentor(s) and the number of mentors based on the above guidelines. The responsibilities and duties of the mentor(s) will be determined by the administrator responsible for the para/teacher training program and the training coordinator. One Para Educator/Sign Language Interpreter/Coordinator will oversee the program and receive a \$2,500 stipend per year. This individual will be chosen by the Associate Superintendent for Educational Services. Recommendations

for the Coordinator position will be made to the office of the above administrator and he/she will make the final determination.

ARTICLE 19 - PART-TIME AIDES/ASSISTANTS/SIGN LANGUAGE INTERPRETERS

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

ARTICLE 20 - COPIES OF AGREEMENT

Copies of this Agreement will be given to each employee of the bargaining unit by the Board. The printing of this Agreement will be at ESBOCES' expense.

ARTICLE 21 - LEGAL WAIVER CLAUSE

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

ARTICLE 22 - ATTENDANCE AT MEETINGS

Para Educators/Sign Language Interpreters shall be required to attend all faculty meetings (unless specifically excused by the building administrator). They may be required to attend up to three (3) special events outside of normal work hours per year.

ARTICLE 23 - WORK DAY

The work day for Para Educators/Sign Language Interpreters will end no later than 15 minutes after the end of the school day except for emergencies which require the services of the employee.

ARTICLE 24 - LEGISLATION

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

ARTICLE 25 - SALARY

A. Salary

Para Educators/Sign Language Interpreters will move from their 2023-24 salary to the

next salary increase, if any, in each year of the contract. This movement is confined solely to the term of this agreement, is not considered to be incremental movement, and is exempt from coverage under section 209-a.1(e) of the Civil Service Law of the State of New York.

Starting salaries are set forth in Appendix G. For the 2023-24 school year, starting salaries shall be increased by 25% of the annual percentage increase set forth in Appendix G for 2023-24. For the remainder of the term, the starting salaries shall be increased by 75% of the base salary increase percentages. Unit members employed as of July 1, 2023 shall receive a one-time adjustment of \$1,600 for Aides and Sign Language Interpreters and \$3,000 for Teaching Assistants with at least sixty (60) undergraduate credits from an accredited educational institution," by providing that employees hired on or after July 1, 2023 for the 2023-24 school year shall receive a base salary of \$25,657 for Aides, \$26,535 for Sign Language Interpreters, \$28,000 for Teaching Assistants, and \$29,368 for Teaching Assistants with 60 credits from an accredited educational institution; and by changing the base salary increase list to read as follows:

Year Two (2024-25)

Effective July 1, 2024, each employee's base salary will be increased by four (4%) percent.

Year Three (2025-26)

Effective July 1, 2025, each employee's base salary will be increased by three (3%) percent.

Year Four (2026-27)

Effective July 1, 2026, each employee's base salary will be increased by three (3%) percent.

Year Five (2027-28)

Effective July 1, 2027, each employee's base salary will be increased by three (3%) percent.

Year Six (2028-29)

Effective July 1, 2028, each employee's base salary will be increased by three (3%) percent.

Year Seven (2029-30)

Effective July 1, 2029, each employee's base salary will be increased by three (3%) percent.

B. Para Educators/Sign Language Interpreters will be paid by Direct Deposit.

C. There shall be a three (3) day lag payroll system to be implemented each September

D. Each Teacher Aide or Teaching Assistant working more than 0.5 of the year will receive the next contractual salary increase.

E. Sign Language Interpreters Stipend/Salary

1. All Sign Language Interpreters are entitled to a \$1,000 stipend per year.

2. If a Sign Language Interpreter or a language interpreter/bilingual aide receives administrative pre-approval to work additional hours beyond a six (6) hour workday, they will be paid \$20 per hour.

3. Employees designated by their building administrator as a language interpreter/bilingual aide shall receive a stipend of \$1,000 so long as the designation is continued by the building administrator, payable in annualized increments with their regular paychecks.

F. Aide to Assistant

1. An Aide promoted to Teaching Assistant: The starting salary of a Teaching Assistant who was promoted from an Aide position will be the current year's starting salary for Teaching Assistant or an increase of \$2,000 to the Aide's current salary, whichever is greater.

2. The starting salary of a teaching assistant, who is promoted to the position of teaching assistant with 60 undergraduate credits, shall be the current year's starting salary for a teaching assistant with 60 undergraduate credits or an increase of \$3,000 to the teaching assistant's current salary, whichever is greater. If the promotion occurs during the same school year in which the teaching assistant was first hired, the teaching assistant's salary as a teaching assistant with 60 undergraduate credits shall be the starting salary of a teaching assistant with 60 undergraduate credits only.

G. Longevity

Effective July 1, 2023, unit employees shall receive the following **TOTAL** longevity increments on September 1 or February 1 following the employee's anniversary dates:

\$1,000	After 5 years of service (Effective July 1, 2024)
\$3,050	After 10 years of service
\$4,550	After 15 years of service
\$6,150	After 20 years of service
\$8,150	After 25 years of service
\$9,700	After 30 years of service

H. Teaching Assistants/Aides as Substitutes

1. In instances where a Para Educator substitutes for a teacher, unit employees shall be compensated at \$85.00 per day. Para Educators substituting for a teacher will be compensated for ¼ of a day, ½ of a day, or a full day.
 2. In instances where an Aide substitutes for a Teaching Assistant, employees shall receive an additional \$30.00 per day beginning on the first day of that assignment.
 3. These substitute payments are in addition to the employee's regular rate of pay.
- I. Any employee who is pre-approved by a building administrator to stay beyond that employee's regular work day to provide services to students or engage in professional development, or for training beyond their required hours for certification, will be compensated at the employee's hourly rate.

ARTICLE 26 – DISCIPLINARY INTERVIEWS

A unit employee may request union representation at an interview being conducted which may lead to disciplinary action, demotion or dismissal, provided, however, that such a request shall not unduly delay the interview.

ARTICLE 27 – ADULT EDUCATION PROGRAMS

Employees of this unit will be permitted to enroll in ESBOCES Adult Education Programs at a tuition rate of 50%, provided that space is available and that the program can support the discounted enrollment. Such determination will be made on a class by class basis by the program Director. The Agency's determination will be final.

ARTICLE 28 – DRUG AND ALCOHOL

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

ARTICLE 29 - TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2023, and shall continue in full force and effect until June 30, 2030.

ASSOCIATION

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By Asha Mazza-Shaw
Asha Mazza-Shaw,
President, BEES

By [Signature]
District Superintendent

Dated this 14th day of December, 2023

Dated this 2nd day of January, 2023^H

By Amanda Pica
Amanda Pica,
Executive Vice President Paras

Dated this 21st day of Dec., 2023

By [Signature]
Angela Ritchie,
Area Vice President Paras

Dated this 14th day of Dec, 2023

Appendix A – Formal Application for Grievance Procedure

NAME _____

ESBOCES POSITION ASSIGNMENT _____

LOCATION _____

DATE AND PLACE OF OCCURRENCE _____

DESCRIPTION OF GRIEVANCE _____

REDRESS SOUGHT _____

OTHER COMMENTS _____

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

Date

Name and Title

Date

Signature of Aggrieved Party

Appendix B – Notice of Grievance Appeal (Stage 2)

General

NAME OF AGGRIEVED PARTY
DATE OF GRIEVANCE
NAME OF SUPERVISOR AT STAGE
REASON FOR APPEAL: (Attach copies of G-1 and G-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 occupational, the following guidelines will apply:
1. Employee must use up all accumulated sick leave before accessing the Bank.
2. There will be no pay-back of sick leave borrowed.
LEVEL B: In all other instances, the following guidelines will apply:
1. Employee must use up all accumulated sick leave before accessing the Bank.
2. There will be pay-back of one borrowed at the rate of 50% of accrued sick leave at the beginning of each school year, until the time is fully repaid.
3. Sick Bank Leave will remain in full cases eligible for disability benefits.

Signature of Party in Appeal

Date

c: Stage 1 Supervisor
Human Resource Office

Appendix C – Sick Leave Bank Guidelines

General

The Sick Leave Bank shall be established by each participating employee donating one day from accumulated sick leave, effective September 1, 1996. The use of the Bank shall, at all times, be restricted to the number of days actually accumulated and remaining available in the Bank at the time an application is made by an eligible employee 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 employee shall be made and donated to the Bank. There will be a one-year waiting period to access the Bank.

Level of Benefits

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

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

1. Employee must use up all accumulated sick leave before accessing the Bank.
2. There will be no pay-back of sick leave borrowed.

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

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

Membership

Any Para Educator/Sign Language Interpreter may join the Sick Bank by contributing one sick day. If during the waiting period the Bank needs additional days from members, those waiting members will not have to contribute.

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

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

Administration of the Sick Leave Bank

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

Use of Sick Leave Bank

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

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

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

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

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

Termination of the Sick Leave Bank

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

Appendix D

Contract Between Eastern Suffolk BOCES and _____ (Name of Member)

The Board of Education and the Administration of the First Supervisory District have agreed with the representatives of the BOCES Para Educators of Eastern Suffolk, to provide Para Educators, who have given long and faithful service to our Agency, an assurance that they will receive medical insurance coverage during their retirement years. It is for this reason that this contract is provided to you.

As a Para Educator who has elected retirement under the terms of the New York State Teachers' Retirement System or New York State Local Retirement System during the period July 1, 2018 through June 30, 2023 you shall be eligible for health insurance into retirement under the terms of Article 8 of the Collective Bargaining Agreement (CBA) between the Board of Cooperative Educational Service First Supervisory District of Suffolk County (Eastern Suffolk BOCES) and the BOCES Educators of Eastern Suffolk (Para Educators/Sign Language Interpreters). A copy of said CBA shall also be provided to at time of retirement.

Human Resources Administrator Date

3. The Employee acknowledges that their health care benefits (level) are solely established by and provided through the health care plan established by the labor contract between the Agency and the Para Educators/Sign Language Interpreters Union or its successor.

This Agreement shall not be modified in any manner unless specifically agreed to by the Employee and the Agency and/or its successor.

Chief Operating Officer

Employee

Appendix E

AGREEMENT, by and between the Board of Education of Eastern Suffolk BOCES (hereinafter referred to as the "Board" and "Agency") and their successors and the administration of the First Supervisory District of Eastern Suffolk and their successor and _____ (Employee's name) (hereinafter referred to as the "Employee."

WHEREAS, this Agreement has been made between the Agency and the Employee to establish an irrevocable binding contractual obligation on the part of the Agency to continue certain health care benefits for the life of the Employee, for their long and faithful service to our Agency, as the same is more particularly herein described during the Employee's retirement. The Agreement is being provided to the employee as the employee has a hire date of June 30, 1991 or earlier.

NOW, THEREFORE, it is agreed as follows:

1. The Employee shall be entitled to receive into retirement such plan (e.g.: Empire, East End), individual or family coverage as he/she is receiving at the time of retirement, subject to the terms and provisions of this Agreement.
2. It is specifically understood and agreed that this Agreement shall extend to the Employee upon retirement health care benefits equal to the same benefit level that the Agency provides for then active unit members. Therefore, the level of benefits and health care plan granted to the Employee at the time of retirement may change and/or be modified in the future to the extent of changes and/or modifications of the health care plan and/or benefit level that is then extended to active employees who are unit members of the bargaining unit represented by the Para Educators/Sign Language Interpreters Union or its successor (not the Agency's 100% payment obligation).
3. The Employee acknowledges that their health care benefits (level) are solely established by and provided through the health care plan established by the labor contract between the Agency and the Para Educators/Sign Language Interpreters Union or its successor.

This Agreement shall not be modified in any manner unless specifically agreed to by the Employee and the Agency and/or its successor.

Employee

Chief Operating Officer

Notary

Notary

Appendix F – Supported Employment/Community-Based Program Guidelines

- Eastern Suffolk BOCES has a need for Teaching Assistants in the Supported Employment/Community Based Program. These employees will serve as “Job Coaches” and be hired for 10-month positions. These employees will have the opportunity to fill summer positions at 1/200th of their salary. Employees will make every effort to accommodate the needs of the summer program within the limits of their personal commitments and based on seniority.
- An employee’s work schedule will not exceed five days per week, or six hours per day, although the days of the week and the start and end times may deviate from the work week of other teaching assistants. Every effort will be made to keep the daily hours within the range of 8:00 a.m. to 4:00 p.m. Employees will make every effort to accommodate the program’s needs within the limitations of their personal commitments and based on seniority. Travel/distance will be considered and reasonable for all employees. Safety issues should be considered in all scheduling aspects that deviate from the working conditions of the other teaching assistants, including administrative coverage. The schedule is prepared on Friday for the following week and is approved by the administration.
- An employee in this title works the same number of days and hours as in the school calendar. However, the job coach positions may require the employees to work on holidays, school recesses, snow days and other school days that schools are closed (other than regular weekends) and hours that deviate from the work week of other teaching assistants. Therefore:
 - 1) If a job coach works more than five days (thirty hours), for the first additional ten hours, they can choose compensatory time or pay, hour for hour or day for day. After forty hours, they will be paid time and a half.
 - 2) Employees who work when the schools are closed for holidays, school recesses (except for the summer recess), snow days and other school days that schools are closed (other than regular week-ends) can choose (a) double compensatory time or (b) double compensatory salary.
 - 3) Employees who are required to work a six-hour shift and have more than half of their hours before 8:00 a.m. or beyond 4:00 p.m. will receive an additional 10% added to their salary.
- If an employee requests compensatory time, administration has the right to approve or disapprove the time requested based on program needs.
- An employee(s) in this program may be designated to coordinate job-coaching services. This individual will be given an additional stipend of \$1,000 per year or current rate, whichever is greater (September 1 – June 30). A job coach assigned to coordinate for the summer program will receive a pro-rated portion of this stipend.

Openings for the coordinator of job coaching services will be advertised internally so all employees in this category may apply.

All other benefits and working conditions, as outlined in the contract between Eastern Suffolk BOCES and the para educators/sign language interpreters, will remain in effect.

Appendix H-Payment for Retirement and/or Annual Sick Sellback:

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

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

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

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

"b. For all employees in the New York State Teachers Retirement System ("TRS") with a membership date in the TRS on or after June 17, 1971, and for all employees in the New York State Employees' Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the Internal Revenue Code. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the Internal Revenue Code. If the employee dies prior to the final payment being made as set forth above, the Employer shall remit the balance of the amount due to the employee's estate.

"III 403(b) Accounts. Employer contributions shall be deposited into the 403(b) account of each recipient employee. As a condition precedent to receiving the

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

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

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

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

Appendix G – Starting Salary Chart

Effective	23-24	24-25	25-26	26-27	27-28	28-29	29-30
		3.00%	2.25%	2.25%	2.25%	2.25%	2.25%
Aide	\$25,657	\$26,427.00	\$27,022.00	\$27,630.00	\$28,252.00	\$28,888.00	\$29,538.00
Sign Language Interpreter	\$26,525	\$27,321.00	\$27,936.00	\$28,565.00	\$29,208.00	\$29,865.00	\$30,537.00
Certified Teaching Assistant	\$28,000	\$28,840.00	\$29,489.00	\$30,153.00	\$30,831.00	\$31,525.00	\$32,234.00
Teaching Assistant w/60 Credits	\$29,368	\$30,249.00	\$30,930.00	\$31,626.00	\$32,338.00	\$33,066.00	\$33,810.00

Each year's starting salary is increased by 75% of that year's wage increase

