

**COLLECTIVE BARGAINING AGREEMENT**

**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  
ADULT LITERACY TEACHERS AND ADULT  
LITERACY VOCATIONAL ADVISORS UNIT**

**JULY 1, 2020 – JUNE 30, 2026**

**ARTICLE 1 RECOGNITION**

The Board of Cooperative Educational Services, First Supervisory District (“BOCES”) recognizes the United Public Service Employees’ Union (“the UPSEU”) as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for all part-time adult literacy teachers and adult literacy vocational advisors and excluding all others.

**ARTICLE 2 – DUES/AGENCY FEE**

A. BOCES shall deduct dues from wages, in an amount designated by the UPSEU, for membership in the UPSEU on the basis of individually signed voluntary deduction Authorization Cards that shall be in a form agreed to by ESBOCES and the UPSEU. The deduction shall be made on the first payday of the month and forwarded to the Treasurer of the UPSEU by the second payroll of the month.

B. 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, 2020, modifying such language as necessary to comply with applicable law.

**ARTICLE 3 – PERSONNEL FILE REVIEW**

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

**ARTICLE 4 – COMPENSATION**

A. HOURLY RATES

1. The hourly rates of unit members shall be increased as follows during the term of the contract:

	July 1, 2020- June 30, 2021	July 1, 2021- June 30, 2022	July 1, 2022 June 30, 2023	July 1, 2023 June 30, 2024	July 1, 2024 June 30, 2025	July 1, 2025 June 30, 2026
Teachers Without Certification	\$36.34	\$37.07	\$38.57	\$39.82	\$41.07	\$41.99
Teachers With Certification/ Vocational Advisors	\$38.96	\$39.74	\$41.24	\$42.49	\$43.74	\$44.72

2. For Vocational Advisors already in the unit at the time of the signing of this Agreement, their rate will be grandfathered in at the Vocational Advisors rate as of June 30, 2020. Their hourly rate will increase according to the terms set forth in Article 4, Section A, outlined above.

3. The parties understand that these rates of pay will be continued by operation of current law beyond June 30, 2026, unless and until they reach agreement on new rates of pay. Locking in these rates of pay, even though reimbursement rates that support the program involved may be decreased, may cause ESBOCES to reconsider the feasibility of continuing programs if those reimbursement rates should be decreased or to take other less drastic measures.

#### B. LONGEVITY PAYMENTS

1. Unit members shall be eligible for a longevity payment who worked at least seven or twelve years prior to the eligibility determination, respectively, and who worked in consecutive school years from their date of hire.

2. The total payment for eligible unit members who were hired at least seven (7) years prior to the eligibility determination and worked each of those seven (7) years in a position appointed for twenty (20) hours per week shall be \$850; the total payment for eligible unit members who were hired at least twelve (12) years prior to the eligibility determination and worked each of those twelve (12) years in a position appointed for twenty (20) hours per week shall be \$1,400; the total payment for eligible unit members who were hired at least seven (7) years prior to the eligibility determination and worked each of those seven (7) years in a position appointed for thirty (30) hours per week shall be \$1,200; the total payment for eligible unit members who were hired at least twelve (12) years prior to the eligibility determination and worked each of those twelve (12) years in a position appointed for thirty (30) hours per week shall be \$2,200. There shall be no pyramiding of payments. The total longevity payments are as listed.

3. The parties do not intend, by the insertion of this language, to imply or suggest that they have agreed that seniority shall be applicable to decisions made with regard to unit members.

### ARTICLE 5 – INSURANCES

#### A. HEALTH INSURANCE

1. Eligible unit members are those whose regular workweek is 30 hours or more. Health insurance coverage will be through the Empire Plan, or a plan providing comparable benefits at the time of any change in plans after a three month waiting period. The Emblem Low-Option plan will also be offered. All eligible unit members shall contribute 17.5% towards individual or family health insurance coverage. Effective June 30, 2018, all eligible unit employees shall contribute 18% towards individual or family health insurance coverage. Effective June 30, 2019, all eligible unit employees shall contribute 19% towards individual or family health insurance coverage. Effective June 30, 2020, all eligible unit employees shall contribute 20% towards individual or family health insurance coverage.

2. Eligible unit members who are also eligible for comparable coverage to that being provided by ESBOCES under the plan of a spouse shall be ineligible for ESBOCES' coverage. Comparability shall be decided by the ninety (90%)

rule governing benefits and member costs. Solely for the purposes of compliance with federal or state law, ESBOCES shall only offer the Emblem Low-Option plan to employees ineligible for coverage due to the ninety percent (90%) comparability rule or a similar plan that complies with the affordability and minimum value requirement of the Affordable Care Act. ESBOCES shall allow employees ineligible for coverage due to the ninety percent (90%) comparability rule to waive the offered Emblem Low-Option plan and receive compensation comparable to twenty-nine percent (29%) of the waiver for individual coverage listed in paragraph A(3) of this article regardless of whether the employee is waiving individual or family coverage. ESBOCES 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. Unit members who lose coverage from the other sources shall be entitled to inclusion in the ESBOCES Health Plan—the Empire Plan—at the earliest possible time permitted by the Health Plan. A unit member who gains alternative coverage during employment (e.g., through marriage or other circumstances) shall also become ineligible for ESBOCES coverage provided 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.

3. Unit members who are eligible for coverage pursuant to Section A (1) and (4), and who have not lost their eligibility pursuant to Section A (2), may elect to withdraw from ESBOCES' plan in exchange for compensation at the rate of \$2500 for waiving family or individual coverage provided they remain uncovered under such plan for a period of twelve (12) consecutive months. 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. Such payments shall be made at the end of the twelve (12) month period and annually thereafter provided they have not reentered the plan. Nothing contained herein shall preclude a member from reentering the plan; however, that in the case of a member who reenters in less than twelve (12) months no payment shall be made. After the twelve (12) month period, such member may only reenter the plan if s/he is not covered by the comparable plan of a spouse.

4. In order for unit members to become eligible for ESBOCES' coverage in the first instance, they must have worked no fewer than 30 hours per week continuously for no fewer than three months. Unit members who involuntarily fall below 30 hours per week for four continuous months shall lose eligibility. Unit members who voluntarily fall below 30 hours per week shall lose eligibility immediately.

#### B. DENTAL COVERAGE

The ESBOCES' dental coverage shall be made available to unit members who are eligible for health insurance coverage. ESBOCES shall pay 100% of the individual premium cost. ESBOCES shall pay 50% of the premium cost for dependents, and the unit member will pay 50% through payroll deduction.

### ARTICLE 6 – LEAVES

#### A. SICK LEAVE

Unit members whose regular workweek is 30 hours or more shall be provided with one-half day sick leave per month to a maximum of six days per year. Unused sick leave may be accumulated up to 90 days.

B. WORKERS' COMPENSATION DEDUCTION

BOCES shall deduct one day sick leave for each two days of absence due to a Workers' Compensation claim for unit members who are eligible to earn sick leave. Upon exhaustion of accumulated leave days, the unit member shall apply for state disability and all salary payments will cease from ESBOCES.

C. PHYSICIAN'S NOTE

1. In the case of any absence of more than two consecutive working days, or three non-consecutive working days within a week, it is the right of the immediate supervisor and/or Chief Operating Officer or designee or a representative to require a physician's note attesting to the unit member's need to be absent because of his/her illness or injury. Failure to produce this physician's note may mean the loss of one day's pay for each day beyond the two consecutive working days, or three non-consecutive working days within a week.

2. It is the right of the immediate supervisor and/or Chief Operating Officer or a representative to require a physician's note for absences 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.

D. VACATION TIME

Unit members whose regular workweek is 30 hours or more shall be provided with one day of vacation leave per month of service up to a maximum of twelve days during their first year of service. Thereafter, such unit members shall be credited with twelve days of vacation effective each July 1. If a unit member's service ends before the following June 30<sup>th</sup>, and if that member has used more vacation at the time his/her service ends that s/he would have earned on a pro rata basis for that year, then the value of the excess vacation taken shall be deducted from his/her final paycheck.

All vacation requests must be submitted in advance to the employee's immediate supervisor and is subject to the supervisor's approval based on the program needs and the employee's available allotment of vacation days.

E. PERSONAL TIME (UNDER 30 HOURS)

Unit members whose regular workweek is less than 30 hours shall be provided with one day of personal time on the first July 1 of their employment. All personal time requests must be submitted in advance to the employee's immediate supervisor, and such requests shall not be unreasonably denied by the approving or designated administrator. In the case of an emergency use of a personal day, direct contact with the employee's immediate supervisor is required ahead of the beginning of the work requirement, and such requests shall not be unreasonably denied by the approving or designated administrator.

F. BEREAVEMENT

Unit members who are scheduled to work on a day of the funeral of an immediate family member shall be paid for that day. Immediate family shall be defined as the unit member's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandchild, grandparent, or a close relative residing in the unit's member's domicile.

G. ATTENDANCE

BOCES expects employees to be reliable in reporting for scheduled work. Poor attendance may lead to a review of the individual's record and potential disciplinary action.

**ARTICLE 7 – WORK DAY**

A. The workday of a unit member shall be determined by ESBOCES. When an Adult Literacy Teacher requests additional time to complete paperwork connected with their responsibilities, their requests shall not be unreasonably denied by the approving or designated administrator.

In addition, Adult Literacy Teachers who are scheduled to work 20 hours or more per week may work up to an additional seven (7) hours per month in addition to their teaching schedule to complete paperwork connected with their responsibilities. If additional time is required to complete this paperwork connected with their responsibilities, the administrator must be notified and approval for the additional time must be obtained from the administrator prior to performance. Adult Literacy Teachers who work less than twenty (20) hours per week but more than six (6) hours per week may work up to an additional four (4) hours per month in addition to their teaching schedule to complete paperwork connected with their responsibilities. If additional time is required to complete this paperwork connected with their responsibilities, the administrator must be notified and approval for the additional time must be obtained from the administrator prior to performance. Adult Literacy Teachers who work six (6) hours per week or less may work up to an additional two (2) hours per month in addition to their teaching schedule to complete paperwork connected with their responsibilities. If additional time is required to complete this paperwork connected with their responsibilities, the administrator must be notified and approval for the additional time must be obtained from the administrator prior to performance.

The above hours do not have to be performed in the classroom but must be performed on the employee's regular work day.

B. Teachers are to provide students with independent tasks related to instruction to be performed by the students during the teacher's break.

C. Teachers or Advisors working six or less hours will not be required to have a scheduled lunch period.

## **ARTICLE 8 – JOB DESCRIPTION**

A. When new bargaining unit positions are created or duties of existing positions are revised by ESBOCES, ESBOCES 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.

## **ARTICLE 9 – GRIEVANCE AND ARBITRATION**

### **A. GRIEVANCE PROCEDURE**

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

A grievance must be filed within 20 working days of its occurrence or within 20 working days of the employee's knowledge of its occurrence.

#### **1. Immediate Supervisor and Director or designee**

a. An employee having a grievance shall discuss it with the immediate supervisor, either directly or through a representative, with the objective of resolving the matter informally.

b. The immediate supervisor shall discuss the matter with all parties concerned.

c. In the event that such grievance is not satisfactorily adjusted within ten (10) working days, it shall be presented, in writing, to the Director or designee.

d. The Director or designee shall have ten (10) working days to provide a written decision.

#### **2. Chief Operating Officer**

a. If the employee is not satisfied with the written decision of the Director, the employee may, within ten (10) days, present the grievance to the Chief Operating Officer, or his/her designee, together with copies of the written decision.

b. Within ten (10) working days, the Chief Operating Officer or his/her designee shall hold a meeting with the employee or a representative and other parties.

c. The Chief Operating Officer or his/her designee shall make a decision, in writing, to the employee within ten (10) working days after the conclusion of the meeting.

d. In the event such decision is not satisfactory to the aggrieved party, the party, within a period of ten (10) working days, may make a request to the Suffolk County Department of Labor Advisory Arbitration Service.

**B. ADVISORY ARBITRATION**

1. The arbitrator shall have the power to summon, question and examine any employee and to require production of books, papers or such other evidence as may be deemed necessary.

2. The arbitrator shall meet with the parties as soon as possible after appointment as arbitrator.

3. The arbitrator shall provide advice and suggestions on all matters of procedure in a mediatory manner.

4. The advice and suggestions shall be transmitted to the UPSEU and to the Board.

5. The arbitrator shall not have the power or authority to add to, subtract from or modify the terms of this Agreement or any supplemental agreements.

**C. BOARD OF COOPERATIVE EDUCATIONAL SERVICES**

If the grievance is not resolved, the Board shall adopt or reject the advisory opinion of the arbitrator in whole or in part within thirty days following its receipt of that opinion.

**ARTICLE 10 – UNION RIGHTS**

**A. VISITATION**

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



2. The union representative shall not interrupt services. It is expected that entry will be after working hours, barring extraordinary circumstances, in which prior approval will be sought.

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.

**B. NOTICES**

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

**ARTICLE 11 – NO STRIKE**

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

**ARTICLE 12 – MANAGEMENT RIGHTS**

The provision of this Agreement shall be expressly limited to the benefits and other conditions of employment of unit members and shall not be construed to restrain or limit ESBOCES in the full and absolute management of its affairs. It is understood and agreed that ESBOCES has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out, and execute all plans and decisions which it deems necessary, in its judgment, for its welfare, advancement, or best interests of its constituency. Such management prerogatives shall include, but not be limited to, the following rights:

A. to select, hire, promote, transfer, assign, discharge, discipline, or lay off employees, or discontinue their positions;

B. to make rules and regulations governing conduct, appearance, and safety of unit members;

C. to maintain discipline and efficiency of unit members;

D. to determine schedule of work, including overtime;

E. to contract for performance of any of its services and increase or decrease the scope thereof;

- F. to install or remove equipment;
- G. to determine the nature and location of assignments; and
- H. to establish and maintain all other work rules and necessary and reasonable operating rules and regulations.

## **ARTICLE 13 – MISCELLANEOUS**

### **A. NON-DISCRIMINATION**

There shall be no discrimination against any employee or applicant for employment by reason of gender, race, color, religion or creed, age, national origin, marital status, disability, Union membership, or any other classification protected by law.

In order to comply with all State and Federal laws, it is understood that any general reference in the contract apply equally to male and female employees.

### **B. MILEAGE REIMBURSEMENT**

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

Ten-month Employees who accept an alternate assignment in the summer months are not entitled to mileage reimbursement for travel to and from the summer assignment.

### **C. 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.

### **D. COPIES OF CONTRACTS**

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

### **E. NO TENURE**

The parties understand and agree that the positions of unit members are appointments at will and not probationary appointments leading to tenure.

F. RECALL

Employees called back each September to commence the new schedule for that school year shall be called back in order of seniority within job classification. The parties understand and agree that this provision shall have no effect of any kind on any assignment upon recall, or in any other context whatsoever. A year of seniority shall be earned pursuant to this Section using the total number of uninterrupted years of service in a job classification within the bargaining unit. Job classifications include: 1) 30 hour Vocational Advisors; 2) Less than 30 hour Vocational Advisors; 3) 20 hour Instructors; and 4) Less than 20 hour Instructors. Program changes may occur due to low class enrollment or other reasons. Employees whose assignment is canceled due to program changes may bump the least senior employee in their job classification. Any bumping based on seniority may only occur and will only be allowed through November 15 of each academic year.

G. INCLEMENT WEATHER DAYS/EMERGENCY CLOSURES

For up to the first four (4) occurrences per year, unit members reporting to work and when due to closure do not complete their daily hours shall be paid their normal work day hours for up to four (4) hours of pay if such closure is due to inclement weather or other weather related emergency.

H. LESSON PLANS

Adult Basic Literacy Instructors are required to submit lesson plans. Lesson plans are required for each day of instruction in a cycle which averages eight (8) weeks for day instruction and sixteen (16) weeks for night instruction. For new hires, lesson plans must be complete prior to execution of the corresponding lesson. For all other instructors and in all other subsequent years, lesson plans are to be reviewed and edited as needed and submitted by the end of the first cycle of the school year. Requests for changes to lesson plans, if needed to improve instruction in a specific class, is at the discretion of ESBOCES Administration.

This provision does not foreclose ESBOCES from requiring the submission of additional lesson plans if required by the State of New York or any other entity which provides funding to this program or is charged to audit this program. Employees shall have the maximum amount of time provided by the State and/or entity providing funding to meet the new requirement.

**ARTICLE 14 – PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT**


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 15 – DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2020 and shall continue in full force and effect until June 30, 2026.


IN WITNESS THEREOF, the parties have executed this document by their duly authorized representatives;

United Public Service  
Employees' Union (Adult  
Literacy Teachers and Adult  
Literacy Vocational Advisors Unit)

  
\_\_\_\_\_  
President

9/8/23  
\_\_\_\_\_  
Dated

Board of Cooperative Educational Services  
First Supervisory District of Suffolk County

  
\_\_\_\_\_  
District Superintendent

9/28/23  
\_\_\_\_\_  
Dated