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#### Contract Database Metadata Elements

Title: **Board of Cooperative Educational Services, Jefferson-Lewis-Hamilton-Herkimer-Oneida Counties and Jefferson-Lewis-Hamilton-Herkimer-Oneida Teachers Support Personnel & Teacher Assistants, CSEA Local 1000, AFSCME, AFL-CIO (2005)**

Employer Name: **Board of Cooperative Educational Services, Jefferson-Lewis-Hamilton-Herkimer-Oneida Counties**

Union: **Jefferson-Lewis-Hamilton-Herkimer-Oneida Teachers Support Personnel & Teacher Assistants, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **07/01/05**

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A10 / 6617

AGREEMENT

Between The

DISTRICT SUPERINTENDENT OF SCHOOLS

of the

JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA  
BOARD OF COOPERATIVE EDUCATIONAL SERVICES

and the

JEFFERSON-LEWIS-HAMILTON-HERKIMER-ONEIDA  
TEACHER SUPPORT PERSONNEL & TEACHER ASSISTANTS

Civil Service Employees Association, Inc.  
Local 1000 AFSCME/AFL-CIO

July 1, 2005 - June 30, 2008

**RECEIVED**

DEC 24 2007

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

102

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APPENDIX A - SALARY SCHEDULES

ARTICLE I  
CERTIFICATION

The State of New York Public Employees Relation Board has certified that the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO (hereinafter referred to as the "Union") is the exclusive negotiating agent for the bargaining unit defined as those employees employed by the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES (hereinafter referred to as the "District") as Special Education or Title I teacher aides, hereinafter referred to as teacher support personnel, teacher assistants, and Licensed Practical Nurse (LPN) aides working 20 or more hours per week. Therefore, the District Superintendent for the BOCES herein enters into an agreement for the period July 1, 2002, until June 30, 2005, pursuant to Article 14 of the Civil Service Law.

ARTICLE II  
NO STRIKE CLAUSE

No public employee or employee organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage, or condone a strike.

ARTICLE III  
RECIPROCAL RIGHTS

Section 1.

The District and Union shall administer their obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2.

Any employee covered by this Agreement shall be free to join or not to join the Union without fear of coercion, reprisal, or penalty from the Union or the BOCES.

Section 3.

The BOCES agrees to furnish the Union with a complete listing of names, addresses, work locations, and job titles of all bargaining unit members by October 1. The BOCES will furnish the same information monthly for new hires. The Union agrees to furnish the BOCES with a complete and current listing of its officers upon request.

ARTICLE IV  
DUES DEDUCTION

Section 1.

All employees covered by this Agreement wishing to join the Union shall tender their membership dues to the Union by signing a dues deduction authorization card provided by the Union and submitted to the BOCES. Dues shall be deducted each year starting with the first pay period in October and continuing for the remaining

pay periods of the academic year. Dues deductions authorized by the individual employee shall be continuous unless revoked in writing. Such written revocation will be sent to the District Superintendent. It is specifically agreed that the BOCES and the Board assume no obligation, financial or otherwise, arising out of the provisions of this Article; and the Union further agrees that it will indemnify and hold the BOCES harmless for any and all claims, actions, demands, suits, or proceedings by any employee, or any other party, arising from deductions made by the BOCES in compliance with the provisions of this Article.

Section 2.

Each academic year, by the first pay period of that year, the CSEA shall certify in writing to the District Superintendent the amount of dues to be deducted and the name and address to who said dues are to be remitted.

Section 3.

The Civil Service Employees' Association, Inc. shall have the exclusive rights to payroll deduction of dues and Union-sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees' Association, Inc., 33 Elk Street, Albany, New York 12207, on a payroll period basis. No other union organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees' Association, Inc.

The BOCES agrees to submit to the Civil Service Employees' Association, Inc., 33 Elk Street, Albany, New York 12207, each payroll period, a list itemizing union deductions for each employee in the bargaining unit.

ARTICLE V  
COPY OF AGREEMENT

Section 1.

The BOCES agrees to distribute copies of this Agreement to all bargaining unit members and to give a copy to each newly employed bargaining unit member.

Section 2.

At least six (6) copies of the Agreement will be sent to the President of the Union.

ARTICLE VI  
MILEAGE

Section 1.

Effective April 1, 1995, any employee required to use his or her personal automobile for BOCES business shall be compensated at approved I.R.S. mileage reimbursement rate in effect on September 1 of each school year. Such mileage reimbursement request shall be submitted to the BOCES on a monthly basis for regular reimbursement. If the I.R.S. reduces the mileage rate, such reduction will commence on the date required by the I.R.S.

ARTICLE VII  
WORK YEAR

Three (3) additional work days will be added to the employees' work year. Such days are in addition to the BOCES calendar, and shall be assigned between August 31 and June 30.

A committee will be established for the purpose of recommending how the additional work days will be used. The Association shall inform the District Superintendent of the three (3) members who will represent the Association. The committee shall meet as required.

ARTICLE VIII  
HEALTH INSURANCE

Section 1.

Only employees in the bargaining unit appointed as full-time employees by the BOCES will be eligible for health insurance coverage. Part-time and substitute employees are not eligible for health insurance coverage.

Section 2.

Commencing February 1, 1995, all employees eligible and who elect for health insurance coverage with the BOCES shall contribute 10% of the cost of the premium on a school year basis. This amount shall be deducted from the employee's paycheck.

ARTICLE IX  
UNPAID LEAVES OF ABSENCE

Teacher Assistants and Teacher Support Personnel may be granted a leave of absence for up to one year for the purpose of an extended medical leave. Such leave request must be accompanied by a doctor's statement certifying the duration that the employee will be unable to perform his or her duties due to the medical disability.

ARTICLE X  
PAID LEAVES OF ABSENCE

Section 1.- Illness Leave

All employees covered by this Agreement are entitled to twelve (12) sick leave days per year, cumulative to a total of 180 days. Effective September 1, 1999, employees covered by this Agreement may accumulate a total of 180 sick days, subject to the following:

1. Employees who begin employment after the start of the regular school year shall have their illness allowance prorated on the basis of one day for each month or major portion thereof of anticipated actual employment for that year.
2. A doctor's statement explaining the reason for illness must be furnished to the payroll office for any absence of more than three (3) days duration. The BOCES may request such a statement for an absence of any duration on an individual basis.

Section 2. - Bereavement Leave

Effective July 1, 1994, each employee covered by this Agreement shall be allowed up to five (5) days, without loss of salary, for absence due to death in the immediate family. The immediate family is defined as: Mother, Father, Daughter, Son, Sister, Brother, Grandmother, Grandfather, Spouse, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, or relative living in the same household.

Section 3. - Personal Business Leave

1. Effective September 1, 1999, personal business leave not to exceed five (5) days total is allowed for the following reasons and with approval of immediate supervisor and District Superintendent. Only two (2) unused days may be accumulated as sick leave.
2. The immediate supervisor shall be notified at least 48 hours in advance and final approval received prior to taking leave under this category when possible for family illness.
3. Requests are not to be made for days immediately prior to or immediately following a holiday or vacation period or the first two (2) weeks of school or the last two (2) weeks of school. In the event of an emergency, the request will be considered by the immediate supervisor.
4. Leave for reasons described in "a" through "e" is not limited to one day per category.
  - a. Sickness in the immediate household family. The immediate supervisor may request a doctor's statement explaining the illness.
  - b. Routine health treatment such as, doctor and dentist appointment.
  - c. Legal transaction involving a legal instrument (deed, mortgage, transferring title, etc.) or a court order.
  - d. Attendance at weddings or commencement exercises involving members of the immediate family.
  - e. Funerals outside immediate family.
  - f. Emergency occurrences such as car failure and broken water pipes.
  - g. Personal reason not included in the categories "a" through "f." This category is subject to the following condition:
    - (1) Requests are not to be made for the three (3) days immediately prior to or for three (3) days immediately after a scheduled school recess or holiday period.
    - (2) Up to one (1) day may be taken without submitting a reason.

#### Section 4. - Sick Leave Bank

The sole purpose of the Sick Leave Bank is to provide additional sick leave to bank members who have exhausted their own sick leave and have suffered an unplanned or prolonged illness. The Sick Leave Bank will be administered according to the guidelines below.

1. All members of the bargaining unit are eligible for membership.
2. Application for membership must be made in writing between September 1 and September 30 of any year. Membership will be effective October 1 of that year. A new employee will be eligible for membership within 30 days after completion of one year of employment with the BOCES.
3. An initial contribution of three (3) days and an annual contribution of one (1) day per year must be made from a member's accumulated sick leave in order to begin or retain membership in the bank.
4. When the total accumulation of days in the bank reaches 400 or more, no further annual contributions will be necessary to continue membership in the bank. When the bank falls below 400 days, annual contributions will begin again.
5. Days contributed to the Sick Leave Bank are non-refundable.
6. Persons wishing to terminate membership in the Sick Leave Bank must notify the Sick Leave Bank Committee in writing. Termination of membership must be accomplished prior to July 1 of any given year.
7. Before a member can draw on the Sick Leave Bank, all of his/her personal sick leave must have been exhausted.
8. After a member has exhausted his/her personal sick leave, a waiting period of five (5) consecutive working days must occur before drawing days from the bank. Benefits begin with the 6th day and are non-retroactive.
9. Benefits can be granted only for an unplanned or prolonged catastrophic illness. Maternity disability is excluded except in the case of extreme or prolonged complications.
10. Benefits received from the bank will not have to be repaid.
11. Maximum benefits for any one individual shall not exceed 60 days or 15% of the bank, whichever is less. Benefits will be granted only as computed days remain available in the bank.
12. Benefits will apply only to days on which the member could have normally worked.
13. Applications for benefits submitted to the Sick Leave Bank must be accompanied by a detailed doctor's statement including such things as a complete diagnosis, expected duration, physical limitations, etc.



14. Benefits must be drawn from the bank by any one member only once in a given school year.
15. All applications for benefits will be reviewed by the Sick Leave Bank Committee; and they shall make a recommendation to the District Superintendent, who will make the final determination of the number of days to be granted to the applicant.
16. The District Superintendent may require a member requesting and/or receiving benefits, to submit to a physical examination by a doctor of the BOCES' choice.
17. Retirees may not contribute their unused sick leave to the bank.
18. The Sick Leave Bank Committee shall be composed of two (2) BOCES administrative members and three (3) bargaining unit members. Each committee member shall serve for a period of three (3) years. Only bargaining unit members who joined the bank will be eligible for membership on the Committee.

**ARTICLE XI**  
**WAGES AND SALARIES**

1. Salary schedules for 2005-2006, 2006-2007, and 2007-2008 school years are attached as part of this agreement and labeled Appendix A. For each year of this contract, eligible employees shall move one step on the schedule and shall be paid at the rate indicated on that step.
2. New employees shall be placed on step according to their experience performing similar work. No new employee will be placed above step 3.
3. All members of the bargaining unit who are employed on a full-time basis shall have their wages annualized as indicated by the salary schedule. Employees working less than full time will be paid on an hourly basis. Full-time employees hired after the start of the school year shall have their salary prorated accordingly.
4. When a teacher support person is appointed to a teacher assistant position by the BOCES, that teacher support person will be placed on the teacher assistant scale at a step showing an increase over their teacher support salary. They will not earn less as a teacher assistant than what they earned as a teacher support person.

**ARTICLE XII**  
**LONGEVITY**

Effective September 1 of each school year when the unit employee has completed 15, 20, 25, 30, 35, and 40 years of service in the BOCES, the following longevity stipends will be added to the unit member's annual base salary.

<b>Years of BOCES' Service</b>	<b>2005-2006 Stipend</b>	<b>2006-2007 Stipend</b>	<b>2007-2008 Stipend</b>
15	\$500	\$600	\$700
20	\$500	\$600	\$700

(Continued)

<b>Years of BOCES' Service</b>	<b>2005-2006 Stipend</b>	<b>2005-2006 Stipend</b>	<b>2005-2006 Stipend</b>
25	\$500	\$600	\$700
30	\$500	\$600	\$700
35	\$500	\$600	\$700
40	\$500	\$600	\$700

**ARTICLE XIII**  
**WORKDAY**

Full-time bargaining unit members will follow the instructional workday schedule for the district to which the employee is assigned, unless a different workday schedule is determined by the district to meet the needs of the students.

**ARTICLE XIV**  
**GRIEVANCE PROCEDURE**

**Definition**

A "grievance" is defined as an alleged violation or misinterpretation of the express provisions of the Agreement. The term "grievant" is any employee in the bargaining unit filing a grievance.

The term "immediate supervisor" shall mean the BOCES administrator to whom the employee is directly responsible. The term "representative" shall mean the person or persons designated by the grievant as his or her counsel to act in his or her behalf.

The term "days" shall mean working days unless otherwise indicated.

**Basic Principles**

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. An employee shall have the right to be represented at Stage 2 or Stage 3 of the procedures by the Union.
4. All hearings shall be confidential.
5. It shall be the responsibility of the District Superintendent to take such steps as may be necessary to give force and effect to these procedures.

6. It is recognized by the parties that the provisions of a grievance shall not interrupt the normal work day and that whenever possible such discussions pertaining to a grievance shall be held after the regular school day.

#### Stage 1

Informal Stage: The grievant shall orally present his or her grievance within ten (10) days following the event which caused the grievance to the immediate supervisor who shall orally and informally discuss the grievance with the employee. The immediate supervisor shall render an oral determination within five (5) days to the grievant.

#### Stage 2

If the grievance is not satisfactorily resolved at Stage 1, the grievant may submit a written appeal to the District Superintendent within five (5) days of the Level 1 discussion.

The District Superintendent (or his/her designee) shall review the written grievance and all relevant information. The District Superintendent may call a meeting of the parties to discuss the grievance further. After study of the materials or any necessary meeting, the District Superintendent shall have ten (10) days to make a written response to the grievant.

#### Stage 3

If the grievance is not satisfactorily resolved at Stage 2, the grievant may submit a written appeal to the Board. Within thirty (30) days after the receipt of an appeal the Board, or a committee of the Board, shall hold a hearing with all parties in interest on the grievance. Within ten (10) days after the conclusion of the hearing, the Board shall render a decision in writing on the grievance. Such decision shall be promptly transmitted to the parties in interest and shall be binding on all parties.

Notwithstanding anything set forth above, the Board of Education, or the committee thereof, shall not be required to meet at more than fifteen (15) day intervals to process grievances.

#### Stage 4

Commencing July 1, 1994, if the grievance is not satisfactorily resolved at Stage 3, the Association may submit the grievance to advisory arbitration by written notice of the Board of Education within fifteen (15) days of receipt of the decision at Stage 3.

The parties shall request a list of arbitrators from the American Arbitration Association. Upon receipt of the list of arbitrators, a designee of the District Superintendent and the Association shall submit names acceptable from the list until one is ultimately mutually designated as the arbitrator.

The arbitrator shall render a recommendation within thirty (30) days of the close of the hearing, or if oral hearing has been waived, then from the date the final statements and proofs are submitted. The arbitrator's recommendation will be in writing and will set forth his findings, reasonings, and conclusions on the issues submitted. The arbitrator will be without the authority or power to make any decisions which are binding on the parties, or require the commission of an act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall have no power to alter, add to or detract from the provisions of the Agreement, in his/her advisory opinion.

The cost for the service of the arbitrator will be borne equally by the District and the Association.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise could be available. The same grievance may not be re-submitted to arbitration due to an advisory opinion against the Association.

The Board of Education, in executive session, may confirm the arbitrator's advice, or reject it.

ARTICLE XV  
LAYOFF AND RECALL

In the event of a layoff of Special Education or Title I teacher support personnel, such layoff shall be accomplished by terminating the employment of the least senior teacher support person in the unit (i.e., Special Education or Title I). Seniority shall be defined as the length of continuous full-time service with the BOCES as a teacher support person.

Recall shall be in the inverse order of layoff. A teacher support person shall remain on the active recall list for a period of two (2) years from the time of layoff. A teacher support person shall forfeit these rights to recall if the teacher support person refuses to accept a position that is offered. A teacher support person shall not be required to accept a position assignment that is in another county from the one that the he/she served in at the time of layoff.

Any proposed layoff will be reviewed with the Union prior to implementation.

ARTICLE XVI  
NOTIFICATION OF VACANCIES

The BOCES shall notify the Association President in writing of vacancies within the bargaining unit when the BOCES becomes aware that a position is vacant.

ARTICLE XVII  
SECTION 125 PLAN

As soon as practicable after ratification by both parties, the BOCES will make available to bargaining unit members an IRS 125 Cafeteria Plan.

ARTICLE XVIII  
EMPLOYEE ASSISTANCE PROGRAM

The BOCES will make available as soon as practicable after both parties ratify, an Employee Assistance Program (EAP).

ARTICLE XIX  
EMPLOYEE RETIREMENT BENEFIT

a. New York State Retirement Systems

All full-time employees must join the appropriate retirement system, either the ERS or TRS. At the time of hiring, eligible new employees will be placed on appropriate tier. The ERS Retirement Plan the BOCES shall subscribe to is 75i.

b. Retirement Reimbursement for Accumulated Sick Leave

Unit members must select one of the following:

Unit members who retire from the BOCES with at least ten (10) years of service and who notify the Board of Education at least four (4) months prior to the date of retirement, will be compensated for accumulated sick leave at the rate of \$15 per day, up to a maximum of \$2,500. Such payment will be made at the time of separation. The 4-month pre-notification will be waived if the BOCES takes part in an employee retirement incentive program offered by New York State.

**OR**

Unit members covered by the NYS Employees' Retirement System have the option of not being compensated by the BOCES for accumulated sick leave but applying the unused sick leave as additional service credit upon retirement (section 41-j). Under NYSERS allowable unused sick leave credit is limited to 165 days and is applied as additional service credit on a calendar year basis. This time cannot be used to qualify a member for a benefit, i.e., toward minimal service.

ARTICLE XX  
USE OF TEACHING ASSISTANTS AS SUBSTITUTE TEACHERS

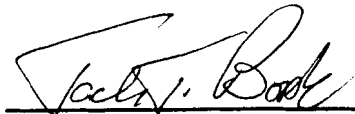
Under unusual situations, teaching assistants in the bargaining unit may be requested to substitute for classroom teachers. This may occur only after regular substitutes have been called and are not available. When a teaching assistant substitutes the full day for a teacher, that teaching assistant will receive \$20 in addition to their normal daily rate of pay. Teaching assistants that substitute a half day will be paid \$10 in addition to their normal daily rate of pay.

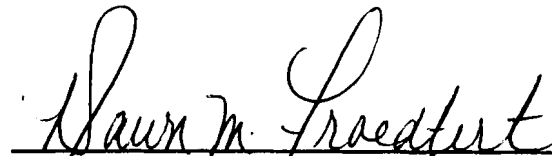
ARTICLE XXI  
CONDITIONS OF AGREEMENT

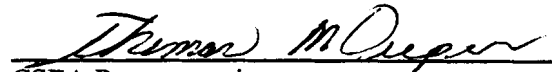
1. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the BOCES' direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

2. This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such laws, said provision shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement.
  
3. *IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.*

IN WITNESS WHEREOF, this Agreement has been executed this 19<sup>th</sup> day of September, 2006.

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

  
\_\_\_\_\_  
President, Teacher Support Personnel  
and Teacher Assistants

  
\_\_\_\_\_  
CSEA Representative

**SALARY SCHEDULES****Teacher Support Personnel**

2005-2006		2006-2007		2007-2008	
Step		Step		Step	
1	11565	1	11971	1	12404
2	11815	2	12221	2	12654
3	12065	3	12471	3	12904
4	12315	4	12721	4	13154
5	12565	5	12971	5	13404
6	12815	6	13221	6	13654
7	13065	7	13471	7	13904
8	13315	8	13721	8	14154
9	13565	9	13971	9	14404
10	13815	10	14221	10	14654
11	14065	11	14471	11	14904
12	14315	12	14721	12	15154
13	14565	13	14971	13	15404
14	14815	14	15221	14	15654
15	15065	15	15471	15	15904

**Teacher Assistants**

2005-2006		2006-2007		2007-2008	
Step		Step		Step	
1	12430	1	12836	1	13269
2	12730	2	13136	2	13569
3	13030	3	13436	3	13869
4	13330	4	13736	4	14169
5	13630	5	14036	5	14469
6	13930	6	14336	6	14769
7	14230	7	14636	7	15069
8	14530	8	14936	8	15369
9	14830	9	15236	9	15669
10	15130	10	15536	10	15969
11	15430	11	15836	11	16269
12	15730	12	16136	12	16569
13	16030	13	16436	13	16869
14	16330	14	16736	14	17169
15	16630	15	17036	15	17469