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**AGREEMENT between the
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
OF ROCKLAND COUNTY**

and the

BOCES TEACHER AIDES

September 1, 2014-June 30, 2015

Sept 1, 2014 - 58 employees

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|-------------------------------------|-------------|
| PREAMBLE | | 1 |
| ARTICLE I | RECOGNITION | 1 |
| ARTICLE II | COMPENSATION & EXPENSE ALLOWANCES | 1 |
| ARTICLE III | OBSERVATION AND EVALUATION | 2 |
| ARTICLE IV | FILES | 2 |
| ARTICLE V | HOURS AND LOAD | 3 |
| ARTICLE VI | VOLUNTARY TRANSFERS & ASSIGNMENTS | 4 |
| ARTICLE VII | INVOLUNTARY TRANSFERS & ASSIGNMENTS | 5 |
| ARTICLE VIII | SCHEDULES | 6 |
| ARTICLE IX | SICK LEAVES AND OTHER ABSENCES | 6 |
| ARTICLE X | WORK YEAR | 8 |
| ARTICLE XI | EXTENDED LEAVES OF ABSENCE | 9 |
| ARTICLE XII | PROTECTION | 10 |
| ARTICLE XIII | INSURANCE | 11 |
| ARTICLE XIV | SUMMER SCHOOL | 13 |
| ARTICLE XV | ANNUITIES | 13 |
| ARTICLE XVI | DUES DEDUCTION | 13 |
| ARTICLE XVII | PENSION BENEFIT | 15 |
| ARTICLE XVIII | NEGOTIATION PROCEDURE | 15 |
| ARTICLE XIX | USE OF SCHOOL FACILITIES | 15 |

AN AGREEMENT
between the
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
OF ROCKLAND COUNTY
and the
BOCES AIDES

PREAMBLE

In order to effectuate the provisions of Article 14 of the Civil Service Law, and to encourage and abet effective and harmonious working relationships between the Board of Cooperative Educational Services of Rockland County (hereinafter called the "Board") and its Teacher Aides in order that the cause of public education may best be served in the County of Rockland, THIS AGREEMENT IS MADE AND ENTERED INTO on the ___ day of November, 2014 by and between the Board of Cooperative Educational Services of Rockland County and the BOCES Teacher Aides Association (hereinafter called the "Association" or "BTAA").

ARTICLE I

RECOGNITION

Effective September 1, 2014, the Board of Cooperative Educational Services hereby recognizes the BTAA as the exclusive representative of all Teacher Aides employed by BOCES.

ARTICLE II

COMPENSATION & EXPENSE ALLOWANCE

- A. The salaries of all persons covered by this Agreement are set forth in the Appendix which is attached hereto and made a part hereof.
- B. All unit members will have the option of being paid by the Board in either twenty-six (26) equal bi-weekly installments, or twenty-two (22) equal bi-weekly installments during the school year. The Board will supply the BSA President and the BTAA President with a schedule of payments by September 15 of each school year.
- C. Reimbursement for authorized use of an employee's automobile to perform assigned duties shall be at the IRS rate, without the mileage cap. Mileage for attendance at required meetings and any legitimate business for BOCES shall be computed from the school where he or she last served. All claims for travel reimbursement shall be submitted on forms provided by the Board.

ARTICLE III

OBSERVATION AND EVALUATION

- A. All monitoring or observation of the work performance of a unit member will be conducted openly and with full knowledge of the unit member. The use of public address or audio systems and similar surveillance devices shall be strictly prohibited.
- B. Probationary unit members will be evaluated prior to the end of their probationary period (6 months). Non probationary unit members will be evaluated at least once per school year. A report on the observation normally shall be given to the unit member within ten (10) school days of the observation. In addition, it is understood that there will be routine, informal observations as part of the duties of Principals, Assistant Principals and other BOCES administrators assigned supervisory duties, for which no prior notice will be given.
- C. The unit member will be afforded the opportunity to confer regarding the observation report. He or she will sign the report to demonstrate his or her knowledge of the report and will be given ample space to respond to the report on the same form. A copy of the complete report will be given to the unit member.
- D. No observation report, evaluation report or complaint will be placed in a unit member's file without his or her signature. If the unit member refuses to sign the report or complaint it may be placed in his or her file with a note by the Supervisor indicating the refusal to sign.
- E. Before a unit member is suspended without pay or discharged, the employee shall be entitled to written notice of the proposed action or penalty. The employee shall have five working days to accept the proposed action or penalty or to appeal to the District Superintendent. The District Superintendent or his/her designee shall meet with the employee, who may be accompanied by a representative of the Association. The District Superintendent or his/her designee, in the sole exercise of his/her discretion, shall accept or reject the employee's appeal in writing. This determination shall not be subject to grievance or arbitration procedures. The foregoing procedure shall not apply to employees entitled to the protection of Section 75 of the Civil Service Law.

In cases of dismissal, a teacher aide may request to meet with a representative of the office of the District Superintendent to discuss the reasons for dismissal. The unit member may be accompanied, if he or she so desires, by a representative of the BTAA or the BSA.

ARTICLE IV

FILES

- A. A unit member shall have the right to answer any material placed in his/her personnel file and his or her answer shall be reviewed by the director or supervisor of the appropriate division and placed in his or her file.

B. All unit member files should be maintained under the following circumstances:

1. No material derogatory to a unit member's conduct, service, character, or personality shall be placed in the files unless the unit member has had an opportunity to read the material. The unit member shall have a reasonable opportunity to acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.
2. Upon request by the unit member, he or she shall be given access to his or her file without undue delay, except for requested confidential information.
3. Upon receipt of a written request, the unit member shall be furnished a reproduction of any material in his or her file, except as in (2).

ARTICLE V

HOURS AND LOAD

- A. The official length of instructional time for students shall not exceed six (6) hours.
- B. These hours shall not be modified except for real emergencies without notice to and negotiation with the Association, provided that no such modification shall increase the length of the unit members' work day.
- C. Unit members shall not be required to report earlier than fifteen (15) minutes before the start of the students' school day. Whenever there is a need for a unit member to report earlier than fifteen (15) minutes before the students' school day, it shall not be more than thirty (30) minutes beforehand.
- D. Unit members shall not be required to remain in school more than fifteen (15) minutes past the end of their students' school day.
- E. Notwithstanding paragraphs C and D above, the work day for unit members shall be fifteen (15) minutes longer than where specified, with this additional time to be allocated at the beginning or end of the day at the discretion of the District Superintendent.
- F. In addition to the hours required above, unit members may be required to remain for meetings and/or in-service training, not to exceed 30 cumulative hours for the 2014-2015 school year. Following the 2014-2015 school year, the number of hours for meetings and in-service training will be increased to 32 hours per school year. Unit members will be notified at least 30 days in advance of the time, place, and estimated duration of all such meetings and training sessions, provided that shorter notice may be given when an emergency arises and a meeting's purpose could not have been anticipated in advance. Unit members may be excused from an emergency meeting if they can demonstrate extraordinary cause. No meeting or training session shall last for more than two hours. The BOCES shall schedule all non-emergency meetings on a day of the week to be determined by the BOCES each June for the following school year.

- G. Unit members may not be required to attend more than two evening meetings each year for open house and/or parent visitation.
- H. Attendance at any other meetings shall be at the option of the individual unit member. Probationary staff may be required to attend additional orientation/training sessions.
- I. Unit members shall have a duty-free lunch period of the same length as their students' lunch period; in no event less than thirty (30) minutes. Unit members may leave the building during their unassigned lunch period upon notification to their supervisor. When students are in the building, permission to leave may be denied where in the reasonable judgment of the supervisor there would not be a sufficient number of appropriate members of the unit remaining in the building to cover emergencies.
- J. When there are exceptional demands upon a particular unit member for time over and beyond the regular work day and hours as set forth herein, the unit member shall be compensated at his/her hourly rate of pay. No unit member shall be required to accept such arrangement.
- K. Notwithstanding any other provision in this Agreement, the BOCES may institute a supplemental session in the Occupational Education Division. The hours of this supplemental session shall begin after the end of the traditional school day. There shall be a break of at least one-half hour between the end of the traditional day and the beginning of the supplemental session. The number of weekly hours of the supplemental session shall not exceed the number of weekly hours of the traditional sessions. Unit members who work a full-time schedule which includes the supplemental session, and unit members who work a less-than-full-time schedule which includes the supplemental session, shall be paid as if their schedule were worked entirely within the traditional school day. Unit members who work a full-time schedule, and in addition work the supplemental session, shall be paid at an hourly rate of 1/1300 of Step 1 of the appropriate salary schedule for their work during the supplemental session.

ARTICLE VI
VOLUNTARY TRANSFERS & ASSIGNMENTS

- A. Unit members who desire a transfer to another building shall file a written statement of such desire with the District Superintendent not later than ten (10) days after posting. Such statement shall include the building, school or program to which the unit member desires to be transferred, in order of preference.
- B. No later than ten (10) days after knowledge of vacancies, the District Superintendent shall post in all school buildings a supplemental list of known vacancies which will occur during the following school year. Extra copies of the list shall be provided to the Association.
- C. No later than ten (10) days after posting, a unit member may file an application for reassignment or transfer to positions listed on the supplemental list of vacancies.
- D. Positions vacated during the school year by newly transferred unit members need not be posted.
- E. No assignments of new unit members in the school system shall be made until all building requests for voluntary reassignment or transfer have been approved or disapproved by the District Superintendent or his/her designee.

- F. As soon as practicable, and under normal circumstances not later than one week prior to the close of the school term, the District Superintendent or his/her designee shall post in appropriate places and make available to the Association a system-wide schedule showing the names of all persons who have been reassigned or transferred and the nature of such reassignment or transfer.
- G. In the determination of requests for voluntary reassignment and/or transfer, the convenience and wishes of the individual unit member will be honored to the extent that they do not conflict with the instructional requirements and best interests of the school system. If more than one unit member has applied for the same position, the unit member best qualified for that position shall be appointed, and qualifications being substantially equal, seniority in the school system will be considered.

ARTICLE VII

INVOLUNTARY TRANSFERS & ASSIGNMENTS

Although the Board and the Association recognize that some involuntary transfer of unit members from one school to another, or reassignment within a school, may be unavoidable, they also recognize that frequent transfer or reassignment of unit members is disruptive of the educational process and interferes with optimum unit member performance. Therefore, they agree as follows:

- A. Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practicable, and, under normal circumstances, not later than thirty (30) days before such transfer.
- B. When involuntary transfer or reassignment of a unit member is necessary, volunteers will be considered. A unit member's experience and skills and length of service in BOCES and the specific requirements of the position will be considered in determining which unit member, if any, is to be transferred or reassigned. Such unit members will be placed only in a comparable position.
- C. An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the District Superintendent or his/her designee, at which time the unit member will be notified of the reasons therefor. In the event that a unit member objects to the transfer or reassignment at this meeting, upon the request of the unit member, the Association will be notified and the District Superintendent or his/her designee will meet with the Association's representative to discuss the matter.
- D. A list of open positions in the school system will be made available to all unit members being involuntarily transferred or reassigned. Such unit members may request the positions, in order of preference, to which they desire to be transferred. As among such unit members, those best qualified for a particular position shall receive priority, and qualifications being substantially equal, seniority in the school system will be considered.

- E. In arranging schedules for unit members who are assigned to more than one school, an effort shall be made to limit the amount of inter-school travel. Such unit members shall be notified of any change in their schedules as soon as practicable.
- F. Unit member assignments and transfers shall be made without regard to age, race, creed, color, religion, nationality, sex, sexual orientation, or marital status.

ARTICLE VIII

SCHEDULES

- A. Unit members shall be notified in writing of any change in their programs and schedules for the ensuing school year, including the schools to which they will be assigned. Such notice shall be given thirty (30) days prior to the end of the school year or as soon as the change is known to the administration.

ARTICLE IX

SICK LEAVES AND OTHER ABSENCES

A. Personal Illness - Cumulative

Teacher Aides will accumulate personal illness days according to the following schedule, to a maximum of 185 days. A physician's statement is required after three (3) consecutive days' absence.

| | |
|--|------------------|
| Teacher Aides with less than 3 years of service: | 10 days per year |
| Teacher Aides with more than 3 years of service: | 15 days per year |

B. Sick Day Severance Payment

Unit members who retire with at least 165 accumulated leave days will receive a severance payment of \$1600.

C. Illness in Family – Non-Cumulative

Allowable leaves of absence shall be granted in case of illness of members of the employee's immediate family up to four (4) days annually. Immediate family is defined as spouse, parent, child, brother, sister or any other individual permanently residing in the same household as the employee.

D. Bereavement

1. In the case of death in the immediate family (spouse, parent, child, brother, sister, or any other individual permanently residing in the same household as the employee) a maximum of five (5) days will be allowed with no salary reduction.
2. In the case of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, grandparent, a maximum of two (2) days will be allowed with no salary deduction.
3. In the case of death of a relative not listed in 1 or 2 above, a maximum of one (1) day shall be allowed with no salary reduction.

F. Jury Duty

Absence is allowed for Jury Duty. The Aide will receive his or her regular salary less any fee received for Jury Duty.

E. Personal Days – Non-Cumulative

Staff members may be granted up to two (2) working days per school year without loss of salary, with prior approval of the District Superintendent, for personal business which cannot be transacted outside of school hours, such as legal transactions, educational examinations and other reasons deemed valid by the District Superintendent

Such paid leave may not be used for religious purposes or observances.

In addition to the above, unit members may be granted one day annually for personal business without regard to the reason therefor. This additional day may be used for religious purposes or observances. Pre-approval for such day must be obtained from the District Superintendent or his/her designee, for the sole purpose of insuring that there will be sufficient coverage for each building and each program on the day in question. The criteria used for determining sufficient coverage will include the safety of the students and the availability of substitutes. In the event that a request for a personal day must be denied for lack of coverage, the unit member or unit members who are denied shall be determined on a first-come-first-served basis, with unit members whose requests are received on the same day considered to be tied. Seniority shall be used to determine which unit member or unit members will have their request for coverage purposes denied when there is a tie.

Allowable absences for Aides working less than full time will be prorated according to the number of days worked per year.

Notification for personal leave shall be made to the District Superintendent at least five (5) working days prior to the date of the leave. In the event of an emergency, this requirement will be waived.

Except in verifiable emergencies, personal leave days may not be taken on a day adjacent to a holiday or school recess.

G. Sick Bank

This bargaining unit shall participate in the same sick bank that is already in place for the BOCES Staff Association. That sick bank currently has the following features:

1. Each September 1, unit members will donate two accumulated sick days. Donations will be suspended when the number of days in the bank exceeds 1,200. Donations will resume when the number of days in the bank drops below 600.
2. In order to withdraw days from the bank, a unit member must have depleted all his/her sick leave due to a serious illness or injury.

3. Applications to withdraw days from the bank must be supported by medical documentation and must be approved by a committee consisting of an equal number of representatives of the BOCES administration on the one hand and the BSA and/or BTAA on the other. The committee may require the unit member to undergo a neutral medical evaluation. On any occasion when the committee is deadlocked in a tie with respect to any question before it, the District Superintendent will make the final decision, which will not be subject to review by arbitration or otherwise.
4. Withdrawals of days may be approved in increments of up to 30 days. No unit member may withdraw more than 150 days over the course of his/her career.

When the application is by a BTAA member, at least one member of the committee described in #3 above will be a member of the BTAA unit.

H. Job-Related Injuries

1. If a unit member must take leave time because of a job-related injury, his or her personal illness time deduction shall be re-credited according to the following formula: The total workers compensation award for weekly benefits shall be divided by the unit member's daily rate to yield the number of days to be re-credited.
2. No deduction from leave time shall be taken for time absent due to attendance at a formally noticed workers' compensation hearing concerning the unit member's own job-related injury.

I. Absences on school days beyond allowed absences will result in reduction in salary at the per diem rate of 1/200th of the salary.

J. Aides absences beyond the allowable days may be extended at the discretion of the District Superintendent and with the approval of the Board.

K. Aides may be paid for a maximum of three work days per year to attend to legal matters relating to the lawful adoption of a child. The Personnel Office shall be given at least two weeks' notice of such leave days, provided that if such notice is impossible, as much notice as possible shall be given.

ARTICLE X

WORK YEAR

- A. The work year for members of this unit shall be no more than 185 days.
- B. The school calendar shall be adopted by the Board after consultation with the BSA or BTAA President.
- C. The school calendar for each ensuing school year shall be a matter of discussion between the BSA President or the BTAA President and the Board.

- D. The following days are for the attendance of members of the unit but not students.
1. Orientation day for new staff preceding Labor Day.
 2. Orientation day following Labor Day for entire staff.
 3. Three days for professional conferences, staff development, Superintendent Conferences, etc.
- F. With the exception of orientation days and any Superintendent's Conference Day, members of the bargaining unit while serving in any local school district will adhere to the calendar of that district.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. Child Care leave of up to one (1) year for legal adoption of a child or for maternity or paternity of a newborn child will be granted without pay or increment to a unit member. An extension of such leave for up to one additional year will be granted without pay or increment upon request. A unit member who expects to use such leave shall notify the District Superintendent in writing at a reasonable time prior to the commencement of Child Care leave. Appropriate medical evidence of fitness may be required to return from such leave. All child care leaves and extensions thereto shall end immediately prior to the beginning of either the fiscal year or the second semester except as necessitated by the Family and Medical Leave Act ("FMLA"). No later than one month prior to the termination date of the leave, the unit member must file with the Office for Human Resources a notice of intent to either return to work or, where applicable, extend the leave.
- B. A leave of absence without pay or increment of up to one (1) year may be granted for the purpose of caring for a sick member of the staff member's immediate family.
- C. All benefits or leave to which a staff member was entitled at the time of his or her leave of absence commenced will be restored to him or her upon his or her return.
- D. All requests for extended leaves will be in writing, and if granted, permission will be given in writing.
- E. This agreement shall not be construed so as to diminish any rights that the employees would be entitled to under the minimum standards set by the Family and Medical Leave Act ("FMLA"); nor shall the FMLA diminish any rights under this collective bargaining agreement.

ARTICLE XII
PROTECTION

- A. Unit members will immediately report in writing to the Director via Supervisors, all cases of assault suffered by them in connection with their employment.
- B. This report will be forwarded to the District Superintendent and the Board will comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved, and will act in appropriate ways as liaison between the unit member, the police and courts.
- C. If criminal or civil proceedings are brought against a unit member for alleged infraction of duties in connection with his or her employ, such unit member may request, and the Board shall furnish, legal counsel to defend him or her in such proceeding as required by law.
- D. Whenever a unit member is absent from school as a result of personal injury due to unprovoked assault occurring in the course of his or her employment, he or she will be paid his or her full salary for the period of such absence, or one year, whichever is less, and no part of such absence will be charged to his or her annual sick leave. In order to receive full salary under this section, the injury must have been directed at the employee, and must prevent the unit member from performing his/her essential duties, even after reasonable accommodation. When determining whether an accommodation is "reasonable" within the meaning of this paragraph, the point of view of other staff members who are affected will be taken into account. Affected staff members will be consulted with at least every 30 days to insure the reasonableness of any accommodation. When determining what an unprovoked assault is, a multiplicity of factors will be taken into account.
- E. The unit member shall be examined by a physician designated by the Board for the purpose of establishing the length of time during which the unit member is temporarily disabled from performing his or her duties and the opinion of said physician as to the said period will control.
- F. The Board shall reimburse a unit member for reasonable cost of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances, to the extent not covered by personal insurance and workers' compensation, which are damaged or destroyed while discharging his or her duties within the scope of his or her employment, provided such damage or destruction was not due to the employee's negligence. It is understood that property of an employee damaged and destroyed shall be limited to such property as is brought to the assigned place of employment by the employee in connection with his or her duties in BOCES, and reimbursement for such loss shall not exceed two hundred dollars (\$200.00) per incident.

ARTICLE XIII
INSURANCE

Health Insurance – The Statewide Plan

- A. Any person appointed to a position for a period of at least three months is eligible for enrollment immediately upon employment, if:
1. He or she works a regularly scheduled work-week of twenty (20) hours or more, or
 2. He or she does not work a regularly scheduled work-week of twenty (20) hours or more, but is paid \$2,000 per year on an annual salary basis.
- B. Aides shall pay 11.6% of the cost of health insurance premiums.
- C. The cost to the Board for employees who elect to enroll under other available health insurance options shall not exceed the cost to the Board resulting from Sections B and C above.
- D. Unit members actively enrolled in the Rockland BOCES Empire health insurance program or any successor program for at least the three full immediately preceding years or who received the incentive in the immediately preceding year will have the right to receive an annual payment of one half the savings of the cost to BOCES in return for a waiver of their health insurance coverage for the following school year, if they are employed for that entire school year. The waiver must be in writing on a specific BOCES form and must be executed and received by the Human Resources office no later than July 1 of the year in question. The waiver will remain in effect unless expressly rescinded by the unit member due to a major family crisis/incident (e.g., spouse loses job/health insurance, loss of coverage due to death of spouse). The payment for waiving the health insurance program will be paid in two equal payments during the months of January and June or prorated if the unit member is no longer eligible for health insurance. Such payment will be processed through payroll and subject to tax withholding. If a unit member rescinds the waiver, that unit member will be required to reimburse any prorated monies given to him/her participating in the waiver program. Their entrance back into the Rockland Empire Health Plan will be subject to the rules and regulations of that Plan. Unless the waiver is expressly withdrawn in writing by the participating unit member, the BOCES will continue the unit member in the waiver program in subsequent years. Unit members whose last coverage was family shall receive an incentive calculated accordingly; likewise for individual coverage. The incentive will be at least \$800.

Dental Insurance

The Board agrees to pay 100% of the monthly premium of dental insurance coverage for the employee and 95% of the monthly premium for eligible dependents' coverage. Dental insurance does not continue after retirement.

For current dental plan specification see Appendix I

Group Dental Insurance Specifications

Eligible Employees

All employees on a regularly scheduled work-week, minimum of two-and-a-half (2 1/2) days per week, ten (10) months per year, and earning at least \$2,000 per year on a salary schedule.

Effective Date

Waiting period one year; effective date the first day of month following end of waiting period.

Vision Insurance

The Board agrees to pay 50% of the monthly premium of vision insurance coverage for the employee and eligible dependents.

Eligible dependents include a spouse, domestic partner, and unmarried dependent children up to age 26. Vision insurance does not continue after retirement.

A. Any person appointed to a position for a period of at least three months is eligible for enrollment the 1st day of the month following their date of hire if:

1. He or she works a regularly scheduled work-week of twenty (20) hours or more, or
2. He or she does not work a regularly scheduled work-week of twenty (20) hours or more, but is paid \$2,000 per year on an annual salary basis.

Flex Plan

Unit members will be eligible to participate in a Flexible Spending Plan (Section 125 plan) offered through BOCES, which will allow members to use pre-tax dollars to pay for qualified medical expenses and pharmacy charges and/or dependent care expenses.

In addition unit members will be eligible to have premiums related to health insurance deducted from their earnings on a pre-tax basis.

ARTICLE XIV

SUMMER SCHOOL

- A. All openings for summer school will be adequately publicized by the District Superintendent and shall be posted in each school building, as early as possible, and under circumstances not later than ten (10) days prior to start of said session. Applications must be submitted within one week of the posting of said notices. Aides who have applied for such summer school positions will be notified of the action taken regarding their applications as early as practicable.
- B. Positions in BOCES summer programs which are extensions of regularly run programs to service year-round BOCES students will, to the extent possible, be filled first by regularly appointed unit members in BOCES who are qualified for the position.
- C. In filling such positions, consideration will be given to a unit member's skills and experience and attendance record. These hiring guidelines will be utilized in a comprehensive assessment for summer employment.
- D. Unit members who work in summer programs shall be paid a daily rate according to a 3-step schedule, the steps of which shall be 1/200 of the first three steps of the current salary schedule for Aides. Unit members shall be paid at Step 2 only for their second consecutive year of summer work and at Step 3 only for their third consecutive year of summer work.

ARTICLE XV

ANNUITIES

The tax-sheltered annuity program is available to all personnel in the Board of Cooperative Educational Services.

ARTICLE XVI

DUES DEDUCTION

- A. BOCES agrees to deduct from the salaries of members of the negotiating unit, dues for the Association, the New York State United Teachers and the American Federation of Teachers and to transmit the monies promptly to the BOCES Staff Association (BSA) on behalf of the BTAA. The member's authorization will be in writing on a form provided by the Association.
- B. The BSA President or the BTAA President will certify in writing the current rate of dues for each of the organizations named in Paragraph A to the Business Office. The BSA President or the BTAA President will give BOCES thirty (30) days' written notice of a change in the rate of membership dues for any of the organizations named in Paragraph A.

ARTICLE XVII

PENSION BENEFIT

Teacher aides are entitled to participate in the New York State Employees Retirement System.

ARTICLE XVIII

NEGOTIATION PROCEDURE

Not later than ninety (90) days prior to the expiration of this Agreement, the Board agrees to enter into collective bargaining with the Association over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement on all matters concerning unit members' salaries, hours, and other terms and conditions of employment.

ARTICLE XIX

USE OF SCHOOL FACILITIES

- A. The Association shall have the right to use school buildings without cost at reasonable times for meetings. The Director of the building in question will be notified in advance of the time and place of all such meetings.
- B. The Association shall have the right to place notices, circulars and other material on school bulletin boards, in unit members' mail boxes, and use salary mailings, for the dissemination of information with the knowledge and consent of the Building Director or Supervisor.
- C. It is expressly understood that no member of the administration will assume responsibility for the posting or distribution of material for the Association.

ARTICLE XX

GENERAL

The provisions of the Agreement express the intent of the parties and it may not be amended, altered, or modified except by written agreement executed by both parties.

- A. The Board will not discriminate in any way against any unit member by reason of his or her membership in or participation in the activities of the Association or his or her exercise of his or her rights granted under this Agreement, or by law.

- B. If negotiation meetings between the Board and the Association are scheduled by mutual agreement during normal working hours of a school day, not more than seven (7) nor fewer than three (3) representatives of the BTAA and/or the BSA combined shall be relieved from all their regular duties without loss of pay, as is necessary in order to permit their attendance at such meetings.
- C. Members of the Association are welcome to attend any regular meeting of the Board.
- D. All existing school policies which relate to terms and conditions of employment as defined in Article 14, Section 201, Sub-section 4 of the Civil Service Law affecting unit members, unless changed by this contract, shall remain unaltered.

ARTICLE XXI

REDUCTION IN FORCE

- A. In the event the services of a unit member are terminated as a result of a reduction in force, the following provisions shall apply:
 - 1. The unit member shall be notified of the termination thirty (30) days prior to its effective date.
 - 2. If the unit member is covered by a health insurance plan, the Board will continue to provide such coverage for thirty (30) days after the date of termination.
- B. The Board will provide the Association with a list of unit members. The list will show the assignments of each such person.

ARTICLE XXII

GRIEVANCE PROCEDURE

A. Definition

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or conditions of employment of a unit member or group of unit members, or the Association, and/or the interpretation, meaning of application of any of the provisions of this Agreement or any other subsequent Agreement entered into pursuant to this Agreement.
- 2. A "grievant" is the person or persons making the claim.
- 3. Whenever used in this Article the word "days" shall mean days when school is in session.

B. Basic Principles

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate, at any level of the procedure, and that written copies of the grievance and decisions be kept to resolve any future problems.
2. Nothing herein contained will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the appropriate member of the administration at Level One, and having the grievance adjusted at that level, provided the adjustment is not inconsistent with the terms of this Agreement.
3. No reprisals of any kind will be taken by the Board or any member of the administration against any grievant, any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
4. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limits may be extended, however, by written mutual agreement. All grievance proceedings shall be resolved before the beginning of the next school term or as soon as possible thereafter.
5. A grievant shall have the right to be represented at any stage of the procedures hereinafter set forth by a person or persons of his or her own choice provided that such person is not an officer of staff representative of an employee association other than the Association and provided that an Association representative shall be permitted to audit any grievances beyond Level One.
6. Any grievance involving a group of unit members, or more than one building, or a matter for which there is no remedy at Level One, may be initiated by the Association at Level Two. Each unit member involved must be named in the grievance prior to Level Three.
7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participant.
8. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the District Superintendent and the Association and will be reproduced and given appropriate distribution by the District Superintendent, so as to facilitate operation of the grievance procedure.
9. The Board agrees to make available to any grievant and/or his or her representative all the information not privileged under the law in its possession or control and which is relevant to the issue raised in the grievance.
10. Failure to present a grievance within thirty (30) days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance. If the administration and/or the Board should fail at any time to comply within the required time limits, the grievance may proceed to the next step.

C. Procedure

1. Level One:

- a. The grievant shall present the grievance to his or her immediate supervisor on a form mutually agreed upon by the Board and the Association, which form shall provide a place for the specific nature of the alleged grievance, the act or events giving rise to the grievance, and the specific article or rights and privileges claimed to have been violated.
- b. Within three (3) days after presentation of the grievance, the immediate supervisor shall meet with the grievant and his or her representative. Within three (3) days after the meeting, the supervisor shall render a decision in writing to the grievant with a copy to the Association.

2. Level Two:

- a. If the grievance is not resolved at Level One, the grievant may, within five (5) days after the decision is rendered or due, make a written request to the District Superintendent or his/her designee for the review and determination of the grievance.
- b. The District Superintendent or his/her designee shall meet with the grievant and his or her representative within five (5) days of receipt of the request.
- c. The District Superintendent or his/her designee shall render a decision in writing to the grievant with a copy to the Association within eight (8) days after the meeting.

3. Level Three:

- a. If the grievance is not resolved at Level Two, the grievant may, within five (5) days after the Level Two decision is rendered or due, make a written request to the Board for review by the Board.
- b. The Board shall meet with the grievant and his or her representative not later than at its next regularly scheduled meeting.
- c. The Board shall render a decision in writing to the grievant with a copy to the Association within eight (8) days after the meeting.

4. Level Four: Arbitration

- a. If a grievance involves any written provision of this Agreement, it may proceed to arbitration. If a grievance does not involve any written provision of this Agreement, it may not proceed beyond Level Three.
- b. If the grievance is not resolved at Level Three, the Association or the Board may within fifteen (15) days after the Level Three decision is rendered or due submit the grievance to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

- c. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of this Agreement or any agreement made supplementary hereto, and to render decision of award, but shall not have jurisdiction to add to, subtract from, or modify or alter in any way any of these terms. Further, the arbitrator shall be limited in his or her authority to a review and determination of the specific grievance submitted for arbitration in each individual instance. A lawfully rendered decision of the arbitrator shall not be inconsistent with the provisions of this Agreement.
- d. The decision of the arbitrator shall be final and binding on both parties.
- e. The cost for the services of the arbitrator shall be shared equally by the Board and the Association.

ARTICLE XXIII

ASSOCIATION DAYS

2 paid days will be allotted for Association business at the determination of the BSA President in consultation with the BTAA or of the BTAA President. At least two weeks' notice shall be given to the Personnel Office of each such date taken. The District Superintendent or his/her designee may deny any Association day if necessary to insure adequate coverage of a building or program.

ARTICLE XXIV

SECTION 204a – CIVIL SERVICE LAW

Section 204a – Agreements Between Public Employers and Employee Organizations

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.

Each new unit member shall be furnished with a copy of the provisions of this section.

ARTICLE XXV

SECTION 210 – CIVIL SERVICE LAW

The Association, through its officers, agrees to comply with the provisions of Section 210, Article 14 of the Civil Service Law and affirms that it does not assert the right to strike against any Government, to assist or participate in any such strike, or to impose an obligation to conduct, assist, or participate in such a strike.

ARTICLE XXVI

NEGOTIATION OR RENEGOTIATION

This Agreement may be opened for negotiation or renegotiation on any item except Index and Salaries by mutual agreement of both parties.

ARTICLE XXVII

MANAGEMENT RIGHTS

Except as modified by the provisions of this Agreement, and the provisions of State law, the authority, right, and responsibilities of the Board and the Executive Officer are retained by them.

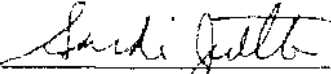
ARTICLE XXVIII

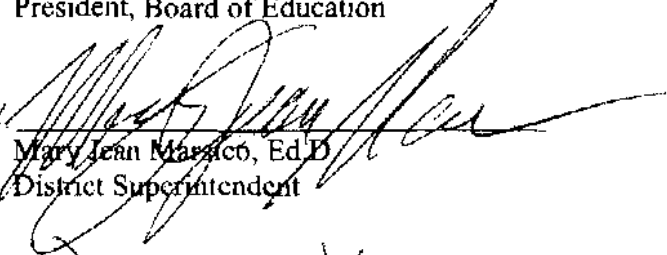
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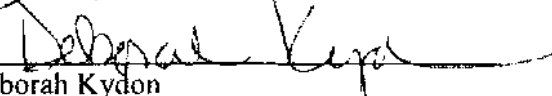
The provisions of this Agreement will be effective as of July 1, 2014, and will continue and remain in full force and effect until June 30, 2015. Said Agreement will automatically be renewed and will continue in full force and effect for additional periods of one year unless either the Board or the Association gives written notice to the other not later than ninety (90) days prior to the aforesaid expiration date or any anniversary thereof of its desire to reopen, modify or terminate this Agreement and to negotiate over the terms of a successor Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 14th day of Jan., 2014
5,

**BOARD OF COOPERATIVE EDUCATIONAL
SERVICES FOR THE SOLE SUPERVISORY
DISTRICT OF ROCKLAND COUNTY**

BY 
Sandi Jeanette
President, Board of Education

BY 
Mary Jean Maresco, Ed.D.
District Superintendent

BY 
Deborah Kydon
President of BSA on behalf of BTAA

APPENDIX A

SALARY CONDITIONS

The salary schedule for the 2014-2015 reflects a 2% increase from the salary schedule that was in use during the 2013-2014 school year. Normal Step movement will commence starting in the 2014-2015 school year.

TEACHER AIDE SALARY SCHEDULE

| STEP | 2014-15 |
|-------------|----------------|
| 1 | \$19,841.00 |
| 2 | \$20,595.00 |
| 3 | \$21,356.00 |
| 4 | \$22,107.00 |
| 5 | \$22,863.00 |
| 6 | \$23,620.00 |
| 7 | \$24,373.00 |
| 8 | \$25,133.00 |
| 9 | \$25,886.00 |
| 10 | \$26,661.00 |

Longevity: \$ 1,000 after 12th, 15th, and 18th year of consecutive service in the job title.

Any employees that received longevity payments from the previous contract, will be grandfathered at the previous rate of \$2,090 after the 12th, 15th, and 18th year of consecutive service in the job title.

App. I Dental Plan Highlights

| | |
|--|--|
| Eligibility | Primary enrollee, spouse and eligible dependent children to age 19 or to the end of the month in which dependent turns 23 or the end of the month of graduation, whichever is reached first, if dependent is full-time student |
| Deductibles Deductibles waived for Diagnostic, Preventive (D & P), & Orthodontics? | \$25 per person / \$50 per family each calendar year |
| | Yes |
| Maximums D & P counts toward maximum? | Delta Dental PPO Dentist: \$1,500 per person each calendar year Delta Dental Premier Dentist: \$1,250 per person each calendar year Non-Delta Dental Dentist: \$1,000 per person each calendar year |
| | Yes |

| Benefits and Covered Services* | Delta Dental PPO dentist** | Non-PPO dentists** (Delta Dental Premier & Non-Delta Dental Dentists) |
|---|--|--|
| Diagnostic & Preventive Services Exams, cleanings, x-rays, sealants | 80 % | 80 % |
| Basic Services Fillings | 75 % | 75 % |
| Endodontics (root canals) | 75 % | 75 % |
| Periodontics (gum treatment) | 75 % | 75 % |
| Oral Surgery | 75% | 75 % |
| Major Services Crowns, inlays, onlays and cast restorations | 75 % | 75 % |
| Prosthodontics Bridges and dentures | 75 % | 75 % |
| TMJ | 50% | 50% |
| Orthodontic Benefits adults and dependent children Dependent Orthodontic Maximums | 75 % \$ 1,000 per person each calendar year | 75 % \$1,000 per person each calendar year |
| Adult Orthodontic Maximums | \$ 500 per person each calendar year | \$ 500 per person each calendar year |

Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan.

Reimbursement is based on Delta Dental contract allowances and not necessarily each dentist's actual fees.

** Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and Premier contracted fees for non-Delta Dental dentists.

Delta Dental of New York
One Delta Drive
Mechanicsburg, PA 17055

Customer Service
800-932-0783

(Business Hours 8am to 5 pm ET)

Claims Address
P.O. Box 2105

Mechanicsburg, PA 17055-2105

deltadentalins.com

| | | |
|----------------|-----------------------------------|----|
| ARTICLE XX | GENERAL | 15 |
| ARTICLE XXI | REDUCTION IN FORCE | 16 |
| ARTICLE XXII | GRIEVANCE PROCEDURE | 16 |
| ARTICLE XXIII | ASSOCIATION DAYS | 19 |
| ARTICLE XXIV | SECTION 204 a – CIVIL SERVICE LAW | 19 |
| ARTICLE XXV | SECTION 210 – CIVIL SERVICE LAW | 20 |
| ARTICLE XXVI | NEGOTIATION OR RENEGOTIATION | 20 |
| ARTICLE XXVII | MANAGEMENT RIGHTS | 20 |
| ARTICLE XXVIII | DURATION | 21 |
| APPENDIX A | SALARY CONDITIONS | 22 |
| APPENDIX B-I | DENTAL PLAN HIGHLIGHTS | 23 |
| INDEX | | 24 |

INDEX

| <u>ITEMS</u> | <u>PAGE</u> |
|------------------------------|-------------|
| Absence | 6, 9 |
| Annuities | 13 |
| Association Days | 19 |
| Bereavement | 6 |
| Calendar | 8-9 |
| Child Care Leave | 9 |
| Dental Insurance | 11-12, 23 |
| Discipline | 2 |
| Dues Deduction | 13-14 |
| Evaluation of Staff | 2 |
| Evening Meetings | 4 |
| Family Illness | 6,9 |
| Flex Plan | 12 |
| Grievance Procedure | 16-19 |
| Health Insurance | 11 |
| Job Related Injuries | 8 |
| Jury Duty | 7 |
| Leave of Absence | 9 |
| Longevity Pay | 22 |
| Lunch Breaks | 4 |
| Mileage Reimbursement | 1 |
| Observations and Evaluations | 2 |
| Paychecks | 1 |

| | |
|--|-----|
| Personal Days | 7 |
| Personal Illness | 6 |
| Personal Injury | 10 |
| Personnel Files | 2-3 |
| Professional Staff Development Time | 3 |
| Reduction in Force | 16 |
| Replacement of Personal Property | 10 |
| Retirement System | 15 |
| Salary Conditions | 22 |
| Salary Schedule | 22 |
| Sick Bank | 7 |
| Sick Days | 6 |
| Sick Day Severance Payment | 6 |
| Staff Development | 3 |
| Summer School | 13 |
| Supplemental Session in Occupational Education | 4 |
| Transfers | 4-6 |
| Vacancy Postings | 4 |
| Vision Insurance | 12 |
| Work Day | 3-4 |
| Work Year | 8,9 |

