Contract Database Metadata Elements

Title: Southern Westchester Board of Cooperative Educational Services and Board of Cooperative Educational Services Civil Service Employees Association (2008)

Employer Name: Southern Westchester Board of Cooperative Educational Services

Union: Board of Cooperative Educational Services Civil Service Employees Association

Effective Date: 07/01/08

Expiration Date: 06/30/11

PERB ID Number: 9761

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MEMORANDUM OF AGREEMENT

IT IS HEREBY AGREED, by and between the bargaining team for the Southern Westchester Board of Cooperative Educational Services (hereinafter the "BOCES") and the bargaining team for the BOCES Civil Service Employees Association Inc. (hereinafter the "CSEA") that, subject to ratification by the membership of the Board and the membership of the CSEA, that the following shall constitute the terms and conditions of the successor agreement to the Collective Bargaining Agreement between the parties covering the period July 1, 2004 to June 30, 2008.


2. Salary Schedule:
   
   (a) The salary schedule for the 2008-2009 school year shall increase by 2.25% over the prior year, as well as those members with salaries beyond Step 13.

   (b) The salary schedule for the 2009-2010 school year shall increase by 2.50% over the prior year as well as those members with salaries beyond Step 13.

   The salary schedule for the 2010-2011 school year shall increase by 2.75% over the prior year as well as those members with salaries beyond Step 13.

3. Health Insurance – Amend Article XII Section 3(A) to add the following:

   Article IV Section 5 shall be replaced with the following: "There shall be no increment movement."

ADMINISTRATION

Received
NYS Public Employment Relations Board (C)
Dec 21, 2009
(a) Effective January 1, 2010, all members of the bargaining unit shall contribute $400 or 5% of the individual or family premium of NYSHIP CORE PLUS enhancements, whichever is greater.

(b) Effective July 1, 2010, all members of the bargaining unit shall contribute $400 or 6% of the individual or family premium of NYSHIP CORE PLUS enhancements, whichever is greater.

(c) Any member of the bargaining unit who earns less than $35,000.00 annually (September to June) shall pay $400.00 toward the annual premium notwithstanding the percentage contributions referenced above.

4. Retiree Health Insurance- Amend Article XII Section B(1) to replace the existing language with the following: “The retiree must have completed ten (10) years of full time service with Southern Westchester BOCES immediately prior to retirement except that if the individual had five (5) years or more of full time service with the Southern Westchester BOCES as of September 1, 2009, the service requirement shall be five (5) years.

5. Sign Language Interpreters- Delete first sentence in Article VI Section 1 and replace with the following: “The Sign Language Interpreter’s Addendum attached hereto as Appendix “A” is hereby made a part of this Agreement”. The Addendum is attached to this Memorandum as Appendix “A”.

6. The parties also agree that the changes contained in the attached Appendix “B” shall also be incorporated into the new Agreement.

7. Lead Nurse- Renumber the existing language in Article VI Section 5 as Section 5(a) and add Section 5(b) as follows: “A lead nurse position shall be established with a stipend of
$2,750.00 subject to the provisions of Section 5(a) above. The job responsibilities of this position shall be established by the Administration.”

8. Miscellaneous- Add new Section 3 to Article XVII as follows: “Negotiations for Successor Agreement shall commence no later than February 1st of the last year of this Agreement.”

Dated: September 11, 2009

FOR THE SOUTHERN WESTCHESTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES BARGAINING TEAM

FOR THE CSEA, INC. BARGAINING TEAM

[Signatures]
Each Sign Language Interpreter/Tutor may be reviewed at least twice a year. Management will have the prerogative of recommending upward movement of individual staff members after each review. An individual will be eligible for an upgrade if warranted after 12 months of employment. Upgrades, though related, are in addition to regular salary adjustments which are performance based. Such regular adjustments will occur each July 1st.

An upgrade exists to provide a career path and recognition of skill development and increased value to the organization. Upgrades will be considered when an individual demonstrates increased interpreter and/or tutoring skills as determined by the screening process and/or evaluation as well as certification from the National Register of Interpreters for the Deaf; attendance at relative training programs; increased education; attainment of advanced degrees and experience in interpreting and tutoring (See attached Pay Range Skill, Knowledge Ability Criteria).

The following criteria and guidelines shall govern the upgrade of Sign Language Interpreters/Tutors:

1. Upgrades may occur after 12 months of employment.
2. Upgrades shall occur no more frequently than every 12 months.
3. An employee who has received, within the last two years, an overall rating of less than “Consistently Meets Standards” on the annual performance review will not be eligible for an upgrade.
4. Upgrades could be recommended following the mid-year assessment conference and/or end of year evaluation. Upgrades will take effect at the beginning of the next school year.
5. Salary increases for upgrades will be in accordance with the current CSEA contract
6. Recognition of training and/or additional educational courses will only be given to job related subjects.
7. Employees must receive prior approval of management prior to enrolling in a training program or educational courses if it is to be applied to the upgrade plan.
8. Proof of attainment of different educational levels must be on file in the Office of the Division Director and subsequently on file in the Office of Human Resources before an upgrade can be considered.
9. Request for an upgrade review must be made by the employee no later than April 15th for anticipated upgrades to be effective in September of the following school year.
10. Employees hired after September 1st will receive a pro-rated salary increase for the next school year.
PAY RANGE SKILL, KNOWLEDGE/ABILITY CRITERIA

LEVEL I

A. *Pass BOCES Screening/Interview
   *No certification from National Registry of Interpreters for the Deaf
   *Beginning interpreter and/or tutoring skills as determined by the screening/interview and resume; or evaluation
   *Has not attended any interpreter training courses/lectures, workshops, or education, special education courses/lectures/workshops
   *Has minimal training
   *High School diploma or A.A. Degree
   *One year’s interpreting and/or tutoring experience

B. *Pass BOCES Screening/Interview
   *No certification from RID
   *Beginning interpreter and/or tutoring skills as determined by the screening/interview and resume; or evaluation
   *Has not attended any interpreter training, education, special education courses/lectures/workshops, or has minimal training
   *High School diploma or A.A. Degree
   *Up to two years interpreting and/or tutoring experience

C. *Pass BOCES Screening/Interview
   *No certification from RID
   *Advanced beginning interpreting and/or tutoring skills as determined by the screening/interview & resume; or evaluation
   *Has not attended any interpreter training courses/lectures/workshops, or education, special education courses/lectures/workshops
   *Has minimal training
   *High School Diploma or B.A./B.S. Degree
   *Up to three years interpreting and/or tutoring experience
PAY RANGE SKILL, KNOWLEDGE/ABILITY CRITERIA

LEVEL II

A. *Pass BOCES Screening/Interview
   *No certification from RID
   *Intermediate skills as determined by the screening/interview and resume; or evaluation
   *Has taken several interpreter training courses/lectures, workshops, or education, special education courses/lectures/workshops
   *High School Diploma
   *Has at least three years interpreting and/or tutoring experience

B. *Pass BOCES Screening/Interview
   *No certification from RID
   *Advanced beginning interpreting and/or tutoring skills as determined by the screening/interview & resume; or evaluation
   *Has taken several interpreter training courses/lectures, workshops, or education, special education courses/lectures/workshops
   *High School diploma or A.A. Degree
   *Has at least four years interpreting and/or tutoring experience

C. *Pass BOCES Screening/Interview
   *No certification from RID
   *Advanced beginning interpreting and/or tutoring skills as determined by the screening/interview & resume; or evaluation
   *Has completed a degreed interpreter training program (1 year NY Society for the Deaf), or has taken several interpreter training courses, etc; has completed certified teacher training workshops (i.e. weekend studies) or has taken several education, special education training courses/lectures/workshops
   *B.A./B.S., M.A./M.S. Degree
   *Has at least four years interpreting and/or tutoring experience
PAY RANGE SKILL, KNOWLEDGE/ABILITY CRITERIA

LEVEL III

A. *Pass BOCES Screening/Interview
   *Possess one or two RID Certificates, either Interpreting Certificate or Transliterating Certificate, or both
   *Advanced interpreting skills as determined by the screening/interview & resume; or evaluation
   *Has taken numerous interpreter training courses/lectures, workshops, or education, special education training courses/lectures/workshops
   *High School Diploma
   *Has been interpreting and/or tutoring for at least five years

B. *Pass BOCES Screening/Interview
   *Possess one RID Certificates, either Interpreting Certificate or Transliterating Certificate
   *Advanced interpreting skills as determined by the screening/interview & resume; or evaluation
   *Has completed a degreed interpreter training program, or has taken numerous interpreter training courses/lectures/workshops; has completed certified teacher training workshops (i.e. weekend studies) or has taken several education, special education training courses/lectures/workshops
   *Has A.A. or B.A./B.S. Degree
   *Has been interpreting and/or tutoring for at least five years

C. *Pass BOCES Screening/Interview
   *Possess one RID Certificates (Interpreting and Transliterating, also called Comprehensive Skills Certificate)
   *Advanced interpreting skills as determined by the screening/interview & resume; or evaluation
   *Has completed a degreed interpreter training program, or has taken numerous interpreter training courses/lectures/workshops; has completed certified teacher training workshops (i.e. weekend studies) or has taken several education, special education training courses/lectures/workshops
   *Has M.A./M.S. Degree
   *Has been interpreting and/or tutoring for at least five years
TENTATIVE AGREEMENT FOR PROPOSALS SUBMITTED ON BEHALF OF THE SW BOCES IN NEGOTIATIONS WITH THE CIVIL SERVICE EMPLOYEES ASSOCIATION FOR A SUCCESSOR TO THE 2004-2008 AGREEMENT BETWEEN THE PARTIES

1. Change "Board of Cooperative Educational Service (Secondary Supervisory, District Westchester County)" to "Board of Cooperative Educational Service (Sole Supervisory, District Westchester County)" wherever noted in the contract. (Cover and Preamble).

2. Update all dates to reflect the correct term of the Agreement.

3. Update all names and titles to reflect correct individuals.

4. ARTICLE I - BARGAINING UNIT
   (a) Section 2(A)(3), pg 1: End of 1st sentence- Change "the school year" to "the current school year"

5. ARTICLE III - RIGHTS OF UNION AND MANAGEMENT
   (a) Section 2, pg 3: End of 1st sentence- Change "in each BOCES building" to "in each BOCES (owned or rented) building"

   (b) Section 3, pg 3:
          (i) End of 1st sentence: Add "or his/her designee"
          (iii) Last sentence: Change "advanced notice" to "advanced written notice"

   (c) Section 4, pg 3: Replace "school buildings" with "facilities"

   (d) Section 5, pg 3: Change to read: "The Southern Westchester BOCES shall supply to the Unit President the name, work location, date of hire and salary for each new employee after his/her appointment by the Board."

   (e) Section 6, pg 3: Add the following to the end of the clause "within reason"
6. **ARTICLE VI- SPECIAL RATES OF PAY**

(a) Section 2(D), pg 6: 1st line- Change “Hours actually worked in a workweek up to 40 shall …” to “Hours actually worked in a workweek up to and including 40 shall …”

(c) Section 3, pg 7: Change to read- “Any ten (10) month employee requested to work during the summer shall be paid at the hourly rate of the prior years’ salary for each full day of work, which will be seven (7) hours.”

7. **ARTICLE VII- WORK YEAR/HOURS OF WORK**

(b) Section 5, pg 8: Change “form or forms” to “form or format”

8. **ARTICLE VIII- LEAVES OF ABSENCE**

(b) Section 2 (Bereavement Leave), pg 8: Add the following new sentence at the end of the clause: “Proof of relationship may be required.”

(d) Section 4(F)(1) (Vacation- Accrual and Utilization), pg 9: 1st sentence- Change “approval of the Supervisor” to “approval of the bargaining unit member’s Supervisor”.

(f) Section 4(G)(2), pg. 10: Amend to read as follows: “One copy is also addressed to the Director of Human Resources after approved by the member’s supervisor.”

(g) Section 5(A) (Sick Leave), pg 11: Change to read: “Full time unit members will receive twelve (12) paid sick days per year as of July 1st annually. Employees appointed after July 1st shall receive a prorated number of sick days their first year of employment. Part time employees earn days on a prorated basis.”

(h) Section 5(D)(1) (Sick Bank), pg 11: 1st sentence- Replace “the Employer” with “the Southern Westchester BOCES”. 2nd sentence- Change “provide additional sick days” to “provide additional paid sick days”.

1361/102/359992 V1 9/11/09
(i) Section 5(D)(2) (Sick Bank), pg 11: 1st sentence- Change to read “At the beginning of the fourth (4th) year of employment, eligible employees shall have the opportunity to join the bank by contributing two (2) days of accumulated leave. Thereafter, employees must ...”

(j) Section 5(D)(3) (Sick Bank), pg 11: Add the following to the end of the 1st sentence “or his/her designee”

(l) Section 6 (Child Care Leave), pg 11: 1st sentence- Change “upon one (1) month notice” to “upon two (2) months notice”. 2nd sentence- Change “Human Resources in writing two (2) months prior” to “Human Resources or his/her designee in writing three (3) months prior”.

(n) Section 8 (Jury Duty), pg 12: Change 2nd sentence to read: “The employee shall provide advance notice to his/her supervisor upon receipt of direction to appear for jury duty.”

9. **ARTICLE IX- REDUCTIONS IN FORCE/PROMOTIONS**

(a) Section 3 (Promotion/Demotion), pg 12: Place an “(A)” before first paragraph. Place a “(B)” before the second paragraph.

10. **ARTICLE X- POSTING NOTICES**

(a) Section 3 (Out of Title Pay), pg 13: Change “day of assignment” to “day of the assignment”

11. **ARTICLE XI- TRAVEL**

(a) Pg 13, Change to read: “Any member who is required to travel on behalf of the Southern Westchester BOCES shall be reimbursed for out-of-pocket expenses as approved
in advance by his/her Supervisor pursuant to applicable Board Policy for expense reimbursements.”

12. **ARTICLE XII- INSURANCES**

   (a) Section 1 (Life Insurance), pg 13: Underline title of section

   (c) Section 3, pg 13: Add title “Medical Coverage”

   (e) Section 3(A), pg 14: Replace first sentence 2nd paragraph with the following: “When a HMO plan is selected by the member, Southern Westchester BOCES will pay the premium cost up to an amount that it would pay for a member enrolled with coverage on the NYSHIP Empire Plan/ Thereafter, a member will pay the premium difference if enrolled in an HMO plan.”

   (k) Section 3(D)(1), pg 14: Add the word “any” before “health, dental, LTD, or life insurance.”

13. **ARTICLE XIV: GRIEVANCE PROCEDURE**

   (a) Section (C)(1) (Procedures), pg 16: Change “First Level” to “Level I”

   (b) Section (C)(2) (Procedures), pg 16: Change “Second Level” to “Level II”

   (c) Section (C)(3) (Procedures), pg 17: Change “Third Level” to “Level III”

   (d) Section (C)(4) (Procedures), pg 17: Change “Fourth Level” to “Level IV”

   (e) Section (C)(5) (Procedures), pg 17: Change “Fifth Level” to “Level V”.

First line: Change “Fourth Level” to “Level IV”

   (f) Section (C)(6)(b) (Procedures), pg 18: Change “If the Employer” to “If the Southern Westchester BOCES”

14. **ARTICLE XV: UNIFORMS**
(a) Pg 18: Replace with “Uniforms shall be provided to Head Mechanics. It shall be the responsibility of the head Mechanics to maintain the uniforms.”

15. **APPENDIX A**

(a) Amend Grade Grids to include the following titles: Research Assistant, Regional Transportation Specialist, Purchasing Agent, and Public Relations Assistant.

16. **NEW**

(a) Junior Accountant – Move from “G” to “I”.

(b) Add language: “New Titles: No new titles will be added to the Unit without mutual agreement of the parties.”