

**Between the Board of Cooperative Education Services  
Of the Second Supervisory District, Suffolk County, New York**

# **Agreement**

**and the Civil Service Employees Association, Inc.  
Local 1000 AFSCME AFL – CIO and its CSEA  
Western Suffolk BOCES Aides/Food Service Workers Unit XII**

**As amended and extended**

**July 1, 2021 - June 30, 2028**



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## **PREAMBLE**

This Agreement is entered into this 14<sup>th</sup> day of June, 2022 by and between the negotiating representatives of the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO and its WESTERN SUFFOLK BOCES-Aides Unit XII (hereinafter referred to as the ASSOCIATION) and negotiating representatives of the WESTERN SUFFOLK BOCES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK (hereinafter referred to as the DISTRICT.)

The ASSOCIATION recognizes that the DISTRICT has the legal authority and responsibility to make final decisions in the educational and fiscal affairs of this DISTRICT pursuant to the Education Laws and other general laws of the State of New York.

The ASSOCIATION and the DISTRICT agree that the Public Employees' Fair Employment Law, Article 14 of the Civil Service Law, Chapter 392 of the Laws of 1967, as amended to date, serves as a legal and constructive approach to public employee negotiations.

Accordingly, both parties agree that the letter and the spirit of this Contract, as well as all other working relationships which evolve during the course of the Contract, shall be observed within the provisions and rules of the Public Employees' Fair Employment Law.

FURTHERMORE, the ASSOCIATION and its Unit agree not to engage in a strike and agree not to cause, instigate, encourage, or condone a strike.

The ASSOCIATION and the DISTRICT agree that, through a spirit of cooperation and mutual respect, the highest quality services and educational programs can be obtained for the member school districts of this DISTRICT.

In consideration of the foregoing and in order to effectuate the provisions of Chapter 392 of the Laws of 1967, as amended, the DISTRICT and the ASSOCIATION do hereby agree as follows:

## **ARTICLE I** **RECOGNITION**

The DISTRICT recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO and its Western Suffolk BOCES Aides Unit XII, as the exclusive representative of all Aides personnel, as defined in a resolution of the DISTRICT dated December 19, 1967 and further agreed to in a letter dated December 21, 1971 and February 2, 1988, and full time and part time Cook Managers and Food Service Workers in negotiations and representations with the DISTRICT concerning the terms and conditions of their employment and the administration of grievance procedures as provided herein.

**ARTICLE II**  
**DEFINITION-UNIT XII PERSONNEL**

This Agreement shall constitute the commitment between the DISTRICT and Unit XII-Paraprofessionals/Food Service Workers personnel working 17½ hours/week or more as defined by the February 2, 1988 DISTRICT resolution.

**ARTICLE III**  
**MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the commitment between both parties and shall be in effect as to all covered items from July 1, 2021 through June 30, 2028.
- B. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The provisions of this Agreement shall be incorporated into, and be considered part of an established policy of the DISTRICT.
- D. Copies of this Agreement shall be duplicated at the expense of the DISTRICT and given to all ASSOCIATION personnel then employed or thereafter employed, within thirty (30) days after its execution of their employment, if that occurs later.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE/LABOR MANAGEMENT**

**A. Grievance Procedure**

**1. Definitions**

- a. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of the hereinafter defined employee group as related to the interpretation, meaning or application of any of the provisions of this Agreement.
- b. For purposes of this procedure the term "defined employee" includes all personnel embraced by Unit XII represented by the CSEA Unit.
- c. A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- d. The District Superintendent is the Executive Officer of the DISTRICT.

- e. The "Administrator" shall mean the person to whom the employee is directly responsible on the administrative and/or supervisory personnel level, i.e. District Superintendent, Deputy Superintendent, Executive Director, Assistant Director, Administrative Assistant, Principal or Assistant Principal and/or Coordinator/Supervisor.
- f. The term "days" when used in this article shall mean, except where otherwise indicated, working days; thus weekend or vacation days are excluded.

## **2. Purpose**

- a. The purpose of this procedure is to secure, at the lowest reasonable administrative level, equitable solutions to grievances of the practices as defined above.
- b. Nothing herein contained shall be construed as limiting the right of any defined employee having a grievance to discuss the matter informally with any appropriate member of the administration.

## **3. Procedure**

- a. A summary chart of grievance timeline is attached hereto as Appendix A.
- b. In the event a grievance is filed so that sufficient time as stipulated under all levels of procedure cannot be provided before the termination of this Agreement, then said grievance shall continue to be resolved under the terms of this Agreement and not under the terms of any succeeding Agreement.

## **4. Basic Principles**

- a. The function of these procedures is to assure equitable and proper treatment under existing laws, rules, regulations and policies which relate to or affect the defined employee in the performance of his/her assignment. The resolution of a grievance at the earliest possible time is encouraged.
- b. A defined employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
- c. The defined employee instituting a grievance shall have the right at all stages to proceed personally, through the ASSOCIATION representative, through an attorney or any other representative of his/her choice.
- d. It shall be the responsibility of the Executive Officer of the DISTRICT to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.

- e. Each party to a grievance shall have the right of access to all written statements and records pertaining to such case.
- f. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## **5. Initiation and Processing**

### **a. LEVEL ONE**

- 1. A defined employee with a grievance shall discuss it first with his/her immediate supervisor with the object of resolving the matter informally. If the matter is not resolved, it will be discussed with the responsible Executive Director, if there be one in direct line of responsibility, before it is processed at **LEVEL TWO**. In the event the grievance is not resolved at this level, the administrator will be so advised by the grievant. The administrator will then forward a formal report on the matter to the District Superintendent or his/her designee within five (5) days of said notification by the grievant.

### **b. LEVEL TWO**

- 1. In the event that the defined employee is not satisfied with disposition of his/her grievance at **LEVEL ONE**, or in the event that no decision has been rendered within five (5) days after presentation of the grievance to the appropriate supervisor and subsequent discussion with the applicable Executive Director he/she may file the grievance in writing with the District Superintendent or his/her designee.
- 2. The District Superintendent or his/her designated representative shall meet within ten (10) days of receipt of the written grievance with the grievant and his/her representative, if any, in an effort to resolve the grievance.

### **c. LEVEL THREE**

- 1. If the grievance is not satisfactorily resolved by **LEVEL TWO** proceedings, the grievant may make, within five (5) days after the District Superintendent's or his/her designee decision, a written request to the DISTRICT for review and final determination. All written statements and records of the case shall be submitted to the President of the Board, by the District Superintendent or his/her designee.
- 2. The DISTRICT shall hold a hearing to obtain further information regarding the case within fifteen (15) days of receipt of a request for review by the grievant.
- 3. The DISTRICT shall render a decision in writing within ten (10) days after its hearing. The parties recognize that the Board of Cooperative Educational Services is



charged legally with the responsibility of operating the school system; therefore, its decision in any grievance matter shall be final.

## **6. Rights of Employees**

No reprisals shall be taken by any persons against any participant in the grievance procedure, whether a party of interest or otherwise, by reason of such participation.

## **7. Other Provisions**

- a. Subject to the terms of this subparagraph, if, in the judgment of the ASSOCIATION, a grievance affects a group or class of designated employees, the ASSOCIATION may submit such grievance in writing to the District Superintendent or his/her designee directly, and the processing of such grievance shall be commenced at LEVEL TWO. No such grievance shall relate to a hypothetical case and, in bringing such a grievance, the ASSOCIATION shall identify the members of the group allegedly adversely affected. Such a grievance may be processed at the LEVEL ONE stage if all the involved employees have a common supervisor
- b. Decisions rendered at LEVELS TWO and THREE of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be promptly transmitted to all parties in interest and to the President of the ASSOCIATION.
- c. Grievances shall be initiated within thirty (30) days of the time when an employee knows or should have known of the grievance. Any grievance filed beyond the thirty (30) day limit shall not be valid.

## **B. Labor Management Committee**

A labor/management committee consisting of representatives of the ASSOCIATION and the Administration shall be formed and meet monthly for the purpose of discussing matters of mutual concern and interest. Decisions and/or action of the committee are not subject to grievance, arbitration or litigation.

**ARTICLE V**  
**STANDARD WORKDAY, WORKWEEK,**  
**OVERTIME, WORK CALENDAR AND OFFICE CLOSINGS**

**A. Workday**

1. Paraprofessional Staff

- a. The standard workday for all Paraprofessional will be equivalent in time to that of the teaching staff to which a Paraprofessional is assigned.
- b. Starting and ending time will be the same as that of the teacher assigned to or adjusted with the expressed permission of the building administrator.
- c. Paraprofessionals shall work the same number of days as is contained in the officially adopted DISTRICT school calendar.
- d. Paraprofessionals will be entitled to one half hour for lunch and one fifteen (15) minute coffee break and where possible, every effort will be made to schedule the fifteen (15) minute coffee break and thirty (30) minute lunch period back to back on a daily basis.
- e. It is understood that the lunch period for the above employees should not be interrupted for duty assignments except in cases of real and serious emergencies.
- f. From time to time, the building principal may request members of the bargaining unit to attend building/staff meetings.
- g. All Paraprofessionals will be required to attend after school, without pay, up to six (6) hours per year for staff development meetings, with four (4) hours not to exceed sixty (60) minutes, and two (2) hours if required, not to exceed ninety (90) minutes. The scheduling of the meetings shall be announced one (1) week in advance.

2. Cook Managers

- a. The standard workweek shall be 35 hours. In addition, six (6) Cook Managers shall be required to attend up to two (2) hours per month of scheduled staff meetings which shall not generate any additional pay.

3. Food Service Staff

- a. For Food Service Workers hired prior to September 1, 1998, the standard workweek for full time employment shall be 35 hours.
- b. For Food Service workers hired on or after September 1, 1998, the standard workweek for full time employment shall be 40 hours.

**B. Workweek**

1. The standard workweek shall be considered as Monday through Friday as indicated by the adopted instructional calendar.

2. Cook Managers
  - a. The work year for Cook Managers shall conform to the instructional calendar plus two (2) half (1/2) days.
  - b. As a condition of employment, all employees hired post March 13, 2012 are required to obtain from the Suffolk County Department of Health a Food Managers Certificate. The cost of obtaining this certificate, plus payment to employees during the period they are engaged in the preparation for the certificate will be paid by Western Suffolk BOCES. Certification will be provided on site or travel for training will be reimbursed.

**C. Overtime**

1. Paraprofessional Staff
  - a. Overtime will be paid to full time employees at the rate of one and one-half (1½) times regular pay for any work required after the regular number of hours in any workday or workweek and for work on Saturdays exclusive of overnight chaperoning and field trips. (see Article VII (D2).
2. Cook Managers and Food Service Workers
  - a. Pre 1998 employees will be paid after thirty-five (35) hours in a regular work week or prorated in a shortened calendar work week.
  - b. Post 1998 employees will be paid after forty (40) hours in a regular work week or prorated in a shortened calendar work week.
  - c. For work on Saturdays, the rate of one and one half (1½) times regular pay will be paid. For Sundays or Holidays, the rate of two (2) times regular pay shall be paid. For purposes of determining the hourly rate for overtime, the annual salary for Cook Managers shall be divided by 1,274 hours.
3. The practice of compensatory time off in lieu of overtime pay is prohibited.

**D. Work Calendar**

1. The Unit 12 employees will follow the Western Suffolk BOCES Board of Education adopted 10-month school calendar. The adopted school calendar begins when the staff report and ends of the last day in which staff report
2. It is possible that there will be a DISTRICT Superintendent's Conference Day and that appropriate programs will be developed for Unit XII personnel. Subject to development of this conference program, the DISTRICT facilities will be closed to enable Unit members to participate in the conference activities.
3. Employees will be considered to have employment at the DISTRICT at the beginning of the upcoming school year provided they have not been notified in writing to the contrary.

4. Staff will follow the school calendar in lieu of vacation time.

**E. Office Closings**

1. Unit 12 members shall adhere to the emergency closing announcements for the schools to which they are assigned.

2. The District Superintendent or his/her designee reserves the right to make limited exceptions to the general policy in recognition of the wide territory encompassed by the DISTRICT facilities locations and the occasions on which storms may be peculiarly localized. Special exceptions may also apply wherein the services of any individual building may be impaired.

3. It is the professional and ethical responsibility of each employee to report for duty when the schools are open during the inclement weather, even if such arrival may be on a delayed basis.

4. Lack of normal transportation should not be a deterrent.

5. The DISTRICT reserves the right to request individual reports relative to the reasons for personnel not reporting on such occasions.

6. On its part, the DISTRICT assumes a responsibility for considering compensatory time off for those employees reporting to work when schools are not closed at the start of the day, but are declared closed after they have reported to work.



## **ARTICLE VI**

### **LEAVES AND ABSENCES**

All employees covered under the terms and conditions of this Agreement must apply, in writing, for a leave of absence where an absence will continue following the exhausting of all sick or other leave time approved for a particular period. This provision does not apply in cases of Workers' Compensation. Such requests for leaves of absence without pay will be given reasonable consideration by the District Superintendent or his/her designee and the DISTRICT. Individuals who fail to request a leave under conditions as outlined above and within five (5) days following the exhausting of approved leaves will be considered to have abandoned their jobs.

#### **A. Sick Leave**

##### **1. Paraprofessional Staff**

###### **a. Full Time Employees Hired Prior to July 1, 2004**

1. Employees will be credited with 1.25 sick days per month.
2. The days will be credited on the first of each month.

###### **b. Full Time Employees Hired as of July 1, 2004**

1. Employees will be credited with 1 sick day per month for the first five (5) years of employment. Thereafter, their accrual will be 12.5 days per year.
2. The days will be credited on the first of each month.

##### **2. Cook Managers**

- a. All Cook Managers shall accrue sick/personal time at the rate of one (1) day per month.
- b. Time shall be accrued and posted monthly on the first work day of each month.
- c. For the first school year of employment only, Cook Managers may borrow against a sick/personal bank.
- d. Any Cook Manager leaving the DISTRICT carrying a negative balance of sick/personal days shall have the final check adjusted to reflect actual time accrued.
- e. In no event shall any Cook Manager be eligible to accrue more than twelve (12) sick/personal days in a work year. Sick days may be accumulated to an unlimited amount.

### **3. Food Service Staff**

- a. All Food Service Workers working more than 17½ hours per week shall accrue sick/personal time at the rate of .025 hours for each hour worked during the first year of employment.
- b. After the first full year of employment, sick/personal time shall accrue at the rate of .050 hours for each hour worked. Time shall be accrued and posted monthly on the first day of each month.
- c. For the first school year of employment only, Food Service Workers may borrow against a sick/personal bank.
- d. Any Food Service Worker leaving the DISTRICT carrying a negative balance of sick/personal days shall have the final check adjusted to reflect actual time accrued.
- e. In no event shall any Food Service Worker be eligible to accrue more than twelve (12) sick/personal days in a work year. Such days may be accumulated to an unlimited amount.

### **B. Family Sick**

Sick leave may be charged for absences due to the illness of a spouse, dependent child or for a dependent parent living in the immediate household of the employee.

### **C. Part-Time Employees**

Part-time employees working 17½ hours or more of the established time for the full-time position will have sick leave allowance time prorated in accordance with the percent of regular time worked, as per #1 and #2 above.

### **D. Suspected Abuse of Sick Leave**

1. A medical certificate may be required by the District Superintendent or his/her designee when it appears that the employee has engaged in abuse of sick leave, including but not limited to:
  - a. excessive use of sick leave;
  - b. repeated utilization of sick leave on a short-term basis prior to or after a weekend, holiday or school recess period.
2. Pertaining to cases where abuse of sick leave is indicated, the following shall apply:

- a. The employee shall be called to an informal conference to discuss the circumstances surrounding the use of sick leave.
- b. Should continued problems with use of sick leave persist, the employee shall be called to a formal supervisory conference to discuss the matter.
- c. The employee shall be notified at this supervisory conference that further absences will require a medical certificate.
- d. The employee shall be permitted an opportunity to meet with the District Superintendent or his/her designee to discuss the same. The affected staff member may be represented by the ASSOCIATION at said conference.
- e. The requirement of a medical certificate shall remain in effect for no more than the remaining term of the then current contract year. If the same is less than six (6) months, said period shall be extended for the first six (6) months of the next contract year.
- f. The ASSOCIATION agrees that if a member of the ASSOCIATION is docked for exceeding accumulated sick leave during any three (3) pay periods within one school year, the DISTRICT has the right to investigate the circumstances surrounding the use of sick leave.
- g. If it is determined that there has been abuse of sick leave, the employee will be converted to a twenty-six (26) pay option for the remainder of the school year and the entirety of the following year. This provision is non-grievable.
- h. Sick leave abuse will be reviewed based on pattern and frequency of use.

**E. Perfect Attendance**

Full time employees with zero (0) absences during the regular school year will be credited with two (2) sick days in their sick bank. Use of Death in Family days are the only exception for this credit.

**F. Extension of Sick Leave**

- 1. A full-time employee who has exhausted his/her available sick leave may apply to the District Superintendent or his/her designee for an extension of such paid leave.
- 2. Any such extension must be approved by the DISTRICT and the right is reserved to the District Superintendent or his/her designee to recommend extensions at full or part pay in unusually deserving circumstances.
- 3. The length of service with the DISTRICT and circumstances surrounding the need for additional leave will be considered.

4. The District Superintendent or his/her designee may require, incident to the use of sick time, a statement from the employee's doctor or an examination by a DISTRICT physician.

**G. Miscellaneous Provisions**

1. At the request of the District Superintendent or his/her designee, employees will furnish a statement from a licensed doctor or chiropractor indicating the nature of the illness or disability when more than three (3) consecutive days of sick leave are used on a single occasion.
2. Sick leave will be charged for absence on a prorated basis for portions of the work day.
3. Sick leave may be accumulated to an unlimited number of days.

**H. Sick Bank**

The parties agree to offer a catastrophic illness sick bank for the duration of this agreement. Catastrophic Sick Bank Guidelines approved in June/November 2013 are attached hereto as Appendix E.

**I. Personal Injury/Workers' Compensation**

1. The provisions of this section shall cover an employee who is:
  - a. Injured in the performance of his/her duties.
  - b. Assaulted or injured as a result of the actions of another party.
  - c. Contracts Hepatitis B thru exposure during the performance of his/her duties.
2. During a period extending for ninety (90) calendar days after an employee suffers an injury as defined above the employee shall receive full pay and benefits without charge to sick leave except for the first five (5) days of such absence which shall be charged to sick leave. For injuries extending beyond the ninety (90) day period an employee may utilize sick leave to the extent available.
3. The injured employee must file the required incident reports with the Building Administrator prior to the close of the school day. Exception based upon extenuating circumstances will be authorized by the District Superintendent or his/her designee.
4. Both the CSEA and the DISTRICT expressly indicate their willingness to assist in monitoring this benefit against possible abuse.



5. The CSEA recognizes that the return of the first five (5) days to the employee has been expressly waived in exchange for the extension of pay and benefits, to ninety (90) days. Upon return to the DISTRICT, 20% of any sick leave used (above the first five (5) days) shall be restored.
6. An employee assaulted by another party as described in 1b above shall have the first five (5) days of such absence restored to their sick leave.

**J. Personal Business Matters**

1. ASSOCIATION members are expected, when possible, to schedule personal business during other than working hours.
2. Business which can be conducted only during working hours should be scheduled for less than a full day, if possible.
3. In no instance will personal leave be granted for the purpose of normal personal financial or vacation gain.
4. Failure of the employee to observe the intent and purpose of this leave may result in disciplinary action.
5. A total of three (3) days per year can be used for personal business for full time staff. Part time staff are eligible for a proration of this number.
  - a. These days are to be taken from the employee's sick bank and shall be applied for using the DISTRICT leave form.
6. A fourth (4) day may be approved by the District Superintendent or his/her designee in the event of an extreme emergency, such as a death, fire in the home, or life-threatening situation.
7. Approval of a fourth (4) day will be at the sole discretion of the District Superintendent or his/her designee.
8. Use of personal days hereunder shall not be counted against an employee's attendance record for purpose of evaluation and/or sick leave abuse.

**K. Bereavement**

1. Employees shall be exclusively permitted to use a maximum of five (5) work days per separate and distinct occasion in the event of death in the family. In extraordinary circumstances, the District Superintendent or his/her designee may approve one (1) additional day.
2. Those relatives for whom bereavement days may be used include:

- spouse
- parent
- child/grandchild
- brother/sister
- grandparent/great grandparent

These relatives may be related biologically, or in the following relationship to the employee:

- adopted
- step
- foster
- in-law

Also included is any other relative who at the time of death was living in the immediate household of the employee.

3. Bereavement work days are to be used successively.
4. School closing days within the five (5) day allowable limit will reduce the actual bereavement days to less than five (5) depending upon the number of school closing days.
5. Bereavement days shall not be charged against accumulated sick leave.

#### **L. Emergency Unpaid Leave**

An emergency unpaid leave may be requested for critical and substantial purposes by specific written application through the program administrator to the District Superintendent or his/her designee.

1. The granting of such leaves and their lengths will be based upon the recommendation of the District Superintendent or his/her designee and confirmation by the DISTRICT, and will involve a review of the applicant's employment record with the DISTRICT.
2. Leaves shall be considered terminated automatically within three (3) working days after the conclusion of the emergency for which granted, unless extended specifically by the District Superintendent or his/her designee or unless terminated earlier at the expiration of the granted time.
3. Failure of an employee to return to employment promptly as required at the end of such leave will be considered as abandonment of the position and will result in termination of employment.
4. Sick time shall not accrue during the period of any unpaid leave.

#### **M. Military Leave**

Personnel who must fulfill a military obligation during the year are entitled to military leave as provided by the Military Law, and as hereinafter specified:

1. Military Leave as hereinafter defined shall not be charged against accumulated Sick Leave.
2. The DISTRICT will grant Military Leave each calendar year in accordance with the Military Law as follows:
  - a. Leave for training, emergency duty or required physical examinations: Such leave will be compensated at full pay up to thirty (30) calendar days per calendar year, but not exceeding thirty (30) calendar days in any one continuous period of such absence.
  - b. Persons on Military Leave for active duty shall be entitled to return to their positions and receive compensation as provided by Military Law.
3. Personnel are expected to request a change of required temporary military duty if the stated time tends to interfere with critical work responsibilities. Such a request will not be required if it will be detrimental to the employee's military status and the employee can provide evidence from his/her military superior that such change, in fact, will be detrimental.
4. Application for Military Leave must be made two weeks prior to the beginning of such leave when such notice can be given. The request must be made in writing to the immediate director or supervisor of the person involved who will forward the same to the District Superintendent, or his/her designee with a copy to the Business Manager.

#### **N. Predictable Disabilities**

1. An employee shall be entitled to use accumulated sick leave for absence resulting from predictable disabilities such as elective surgery, rhinoplasty, bunionectomy and child birth.
2. The Personnel Office should be notified through the Executive Director's office as soon as the period of disability is known by the employee.
3. A physician's statement giving the nature of the disability and the estimated period of its duration must be furnished for all predictable disabilities.
4. The DISTRICT may at any time have a medical examination conducted to verify disabilities claimed under Item 3 above.

#### **O. Child Care Leave**

1. In the case of a new birth and/or adoption of a child, an employee may request an unpaid child care leave of absence not to exceed two (2) years.
2. The Child Care leave is to be requested a minimum of thirty (30) days in advance of commencement of the leave period.
3. While on leave, employees shall not accrue seniority or leave credits of any sort. Prior accumulation will be restored upon return from leave.
4. Employees working more than a semester during the school year before their leave or after their return from leave, shall receive credit for the full year.

**P. Jury Duty**

The DISTRICT and ASSOCIATION recognize that our social system requires from time to time of its citizens, service as a juror in the operation of the judicial system. It is further recognized, however, that there is a hierarchy of responsibility in the accomplishment of one's obligations. The DISTRICT and the ASSOCIATION agree that the supportive roles played by the employees in the educational tasks of this DISTRICT are very important and, at times critical to the success of our programs. To this end, ASSOCIATION employees agree:

1. To advise his/her immediate administrator immediately upon receipt of a call to jury duty, and to cooperate with the DISTRICT in seeking a deferment of service in the event the absence of the employee at a particular time would present unusual difficulties to the DISTRICT operations.
2. To refrain from any and all volunteering for jury duty which might be scheduled during the periods in which the employee would be reporting for regular work duty. An action by an employee which can be construed as requesting or volunteering for jury duty will negate the application of the employee benefits provisions of this policy.
3. Personnel who are granted leave for jury duty during the work year and assigned working hours shall not have such duty charged against their accumulated Sick Leave.
4. Pay while on jury duty shall be at the regular salary rate. The employee shall turn over to the DISTRICT any amounts received for his/her services as a juror.
5. If it is determined legally that an employee cannot or should not turn over to the DISTRICT the money received for services as a juror, then the DISTRICT will pay only the difference between the regular pay of the employee for the involved working days and the sum received for services as a juror.
6. Amounts received for travel and other costs do not have to be turned over to DISTRICT.



**ARTICLE VII**  
**SALARY/OTHER COMPENSATION**

**A. Salary**

Salary amounts shall be as indicated in Appendix G, H & I.

Aides hired prior to July 1, 2007 “with benefits” will receive a \$1,000 increase to their base salary in each of the 2024-2025 through 2027-2028 school years.

Aides who select the “with benefits” option will be entitled to participate in the benefits set forth in Article IX (Insurance) and will be entitled to the salaries set forth in the corresponding salary schedule (i.e. with benefits) in Appendix G.

Aides who select the “without benefits” compensation package will be entitled to the corresponding salary rates set forth in Appendix G, but will not be entitled to participate in the benefits set forth in Article IX (Insurance)

Food Service Workers and Cook Service Managers will receive a 4% increase to their base salary in each of the 2024-2025 through 2027-2028 school years. See appendices H and I.

1. The DISTRICT shall have the right to create hourly positions on both a temporary and permanent basis. Such positions shall be without benefits and shall be compensated at a premium hourly rate.

2. Employees who decline enrollment in all group benefits may receive a higher salary. This option is available only to those employees who decline all the following benefits: health insurance or cash waiver in lieu of health insurance, excess major medical/vision care, life insurance, dental insurance and long term disability.

**B. Longevity**

1. Paraprofessionals will be eligible for non-additive longevity increments, separate from the base salary at the conclusion of:

- 3 full years of service :       \$ 300 annually
- 5 full years of service:       \$600 annually
- 10 full years of service:       \$2,000 annually
- 15 full years of service:       \$4,000 annually
- 20 full years of service:       \$4,500 annually
- 25 full years of service:       \$5,000 annually
- 30 full years of service:       \$6,000 annually

2. Cook Managers will be eligible for non-additive longevity increments, separate from base salary at the conclusion of:

- 3 full years of service:       \$ 300 annually
- 5 full years of service:       \$600 annually
- 10 full years of service:       \$2,000 annually
- 15 full years of service:       \$4,000 annually

- 20 full years of service: \$4,500 annually
- 25 full years of service: \$5,000 annually
- 30 full years of service: \$6,000 annually

3. The amounts are prorated for employees who are less than full time.
4. Eligible Unit 12 staff receive longevity payment if reached during term on contract. Longevity will be calculated annually with reference to a uniform anniversary date of July 1<sup>st</sup>. This calculation will not include any time not paid and will be adjusted for periods of less than full time service.

**C. Clothing Allowance (Paraprofessional Staff only)**

1. For staff hired prior to July 1, 2004, the clothing allowance for full time staff will be \$185 for the first year of employment and thereafter the annual clothing allowance shall be \$175 per year.
2. The clothing allowance shall be prorated based on FTE of employment for all employees working more than 17½ hours per week.
3. The DISTRICT shall reimburse Paraprofessionals for the cost of replacing or repairing dentures, eyeglasses, hearing aids or similar personal appurtenances which are damaged, destroyed or lost as a result of any injury provided it was not due to personal carelessness and was sustained in the course of the Paraprofessional's employment.
5. No clothing allowance will be provided to staff hired on or after July 1, 2004.

**D. Uniforms (Cook Managers and Food Service Employees only)**

1. The DISTRICT shall provide three (3) uniforms per year or cash equivalent.

**E. Miscellaneous**

1. The District Superintendent or his/her designee may, at his/her sole discretion:
  - a. Appoint new employees at any salary.
  - b. Pay present employees any salary so long as it does not result in a loss of salary.
  - c. Adjust salary for appropriate experience when placing an employee in a new job title.
2. Overnight Chaperoning and Field Trips:
  - a. Any field trip expenses shall be paid for by the employer.
  - b. The employer shall pay a daily additional rate for participation in overnight field trips equal to the amount paid to teachers for overnight chaperon expenses.

**F. Working Out of Title (Paraprofessional Staff only)**

1. Staff hired prior to July 1, 2004, working as substitute teachers, shall be paid substitute pay in addition to their regular pay, at the rate received at the conclusion of the 2003-2004 school year.
2. Unit members hired on or after July 1, 2004, will be paid \$75 per day when upgraded to substitute teachers.
3. In no event shall an employee lose salary as a result of a temporary assignment.

**G. Upgrade to Cook Manager (Food Service Workers Only)**

Food Service Workers replacing a Cook Manager who is absent shall receive an additional payment of \$3.00 per hour for substitute time.

**ARTICLE VIII**  
**PAYROLL**

Pay days will be bi-weekly on Friday unless the Friday is a bank holiday.

New Employees post July 2012 will have one (1) pay period delayed during the first year of employment.

All Employees hired on or after July 1, 2024 will be paid based on 26 pay periods per fiscal year.

**A. Payroll Deductions**

1. BOCES agrees to payroll deductions for CSEA membership dues, together with additional deductions for CSEA-sponsored insurance programs, CSEA-sponsored member benefits and tax sheltered annuities, credit union and U.S. savings bonds upon application by the employee on the forms supplied by BOCES for the appropriate agency.
2. CSEA membership dues deductions will remain in effect until the employee revokes membership in writing in accordance with the terms of the signed authorization or the employee is no longer employed by the BOCES.
3. BOCES will, through payroll deductions, deduct CSEA membership dues on a ten month basis from September 1st to June 30th of each school year.

4. The CSEA agrees to hold BOCES harmless from any claim, grievance, PERB proceeding, litigation or judgment arising from the membership dues deduction(s) or transmittal, unless the claim, proceeding, or judgment is solely the result of BOCES' negligence or wrongdoing.
5. BOCES assumes no liability or responsibility for the disposition of any payroll deduction authorized by this Article after the monies have been received by CSEA
6. In the case of garnishment or withholding of an employee's salary, notice will be furnished to the employee one week prior to the action, where practical, with reason for the withholding.

**B. Recovery of Overpayments**

The members of the bargaining unit each acknowledge their liability for return of monies paid to them for services not rendered.

1. The DISTRICT is authorized to deduct any overpayment from future paychecks. Notice of overpayment will be given prior to any deduction from gross pay.
2. The schedule of deductions for overpayments will be mutually agreed upon.

**C. Electronic Payroll**

1. Western Suffolk BOCES shall have the option to deliver pay "stub" data thru internet access with access at a DISTRICT work station.
2. All employees shall be placed on the electronic transfer payroll without election.

**D. Retirement Program**

The DISTRICT agrees to continue its participation, which was effective July 1, 1970, in the "non-contributory 25 Year" Career Retirement Plan provided for under Section 75i of the Retirement and Social Security Law of the Consolidated laws of New York State and administered by the New York State Employees Retirement System. The DISTRICT will also continue its election of participation in the "guaranteed ordinary death benefit" as provided under Section 60-b of the same law.

**E. Salary Adjustment at Retirement**

1. All full time unit 12 staff members shall be eligible to request a lump sum salary adjustment upon regular retirement based upon unused, accumulated sick leave.
2. Regular retirement means having reached the eligible age and having an unqualified intention of applying to receive a retirement allowance according to the rules and regulations of the retirement system and plan.

3. Such lump sum salary adjustments will be paid at the rate of one (1) day for every two (2) days of accumulated sick leave up to a total of two hundred (200) days accumulated.
4. In no event will payment at any time exceed that for more than one hundred (100) days of leave.
5. Employees anticipating requesting this retirement adjustment shall be expected to make their intention to retire known to the Executive Director of Personnel/Associate Superintendent a minimum of three (3) months preceding their intended date of retirement.
6. This requirement can be waived by the District Superintendent or his/her designee.

## **ARTICLE IX**

### **INSURANCE**

#### **A. General**

1. The parties agree that the benefits provided below are provided for full time employees.
2. Employees hired prior to September 1, 1998, who work a minimum of 17½ hours per week, and Food Service Workers hired on or after September 1, 1998, who work a minimum of 20 hours per week, shall be eligible for the benefits set forth in this Article, unless otherwise noted.
3. Unit members (all unit members Para/Food service) will have the option to purchase a CSEA Member Plus dental and vision plan at no cost to the agency.

#### **B. Health Insurance – Eligible Active Employees**

1. Employees hired prior to July 1, 2007 shall contribute the following amounts for individual or family health insurance.

• January 1, 2022 through December 31, 2022	15.75%
• January 1, 2023 through December 31, 2023	16.50%
• January 1, 2024 through December 31, 2024	17.25%
• January 1, 2025 through December 31, 2025	17.50%

2. Paraprofessionals hired on or after July 1, 2007 and prior to July 1, 2018 who wish to participate in NYSHIP or HIP Prime will contribute 30% annually (beginning 1/1/2022)

Paraprofessionals hired on or after July 1, 2007 who wish to participate in HIP Plan B will contribute 24% annually.

3. Paraprofessionals contracted on or after July 1, 2022 who wish to participate in HIP Plan B will contribute 26% annually.

4. Health insurance options will include Empire, HIP, or HIP Prime health plans for all active and retired employees hired prior to June 30, 2018. For employees hired after July 1, 2018 BOCES may add or delete health plan options annually but all health plans offered must be at least qualified as silver plans under the Affordable Care Act.

5. In the event that a Health Saving Account (HSA) is offered, the terms and conditions of such plan will be negotiated between the unit and W.S. BOCES and must be mutually agreed upon.

**C. Dual Enrollment/Waiver of Health Insurance**

Eligible employees who are hired prior to June 30, 2022 who do not participate in the Western Suffolk BOCES offered health insurance plans will receive a Health waiver payment of \$6800 annually to be used towards deductibles, other health benefits.

Eligible employees who are hired after to July 1, 2022 who do not participate in the Western Suffolk BOCES offered health insurance plans will receive a Health waiver payment of \$2500 annually to be used towards deductibles, other health benefits.

The following are predicated on the qualifying requirements for health insurance as stated in appendix's B, C, or D of the unit 12 contract. Employees hired prior to 6/30/2007 who elect to separate from the agency for the purpose of retirement on or before June 30, 2022 will be offered the opportunity to waive dual enrollment individual or family health insurance and to receive in lieu of that enrollment \$6,800 annually toward deductibles, other health benefits or as a cash payment contained in the waiver agreement mutually developed between the parties.

Eligible Employees hired prior to 6/30/2007 who separate from the agency for the purpose of retirement after June 30, 2022 will be offered the opportunity to waive dual enrollment individual or family and to receive in lieu of that enrollment the equivalent of 10% of the total plan cost of NYSHIP family or individual plan (as determined by eligibility). The waiver will be recalculated annually (January 1 of each year).

Eligible Employees hired after August 16, 2007, are required to complete twenty (20) years of service to vest and earn health insurance into retirement. Employees in this category who separate from the agency for the purpose of retirement after June 30, 2022 will be offered the opportunity to waive dual enrollment individual or family and to receive in lieu of that enrollment the equivalent of 10% of the total plan cost of NYSHIP family or individual plan (as determined by eligibility). The waiver will be recalculated annually (January 1 of each year).

\*\*\* Health waiver payments are not considered to part of salary and are not reportable to the NYS Retirement System as annual salary for calculation purposes\*\*\*

**D. Health Insurance – Retired Employees**

1. Employees hired on or before August 16, 2007:

a. The DISTRICT Board policy dated September 23, 1988 entitled "BOCES Policy Regarding Health Program" and the policy dated June 20, 1989, adopted June 22, 1989, and revised April 9, 1992, entitled "Resolution Regarding Health Benefits for all district Retirees" shall be deemed incorporated by reference in, but not be merged with this Agreement. Copies of said policies are attached hereto as Appendices B, C, and F.

b. Those current unit members who retire from active service, as the term retirement is defined by the New York State Employee's Retirement Law, shall be granted, following the action of the DISTRICT and prior to the time of retirement, a letter contract providing that during the period of the employee's retirement coverage will continue to be provided under the applicable DISTRICT policy attached as Appendices B, C, and F.

2. Employees hired after August 16, 2007, are required to complete twenty (20) years of service to vest and earn health insurance into retirement, at the then applicable rate for active employees as per Appendix D and F.

**E. Dental Insurance**

1. Paraprofessional Staff - For each year of the Agreement, the DISTRICT will pay a maximum of \$89.74 a month for family coverage and \$29.62 a month for individual coverage.
2. Cook Managers and Food Service Workers: Western Suffolk BOCES will pay a maximum of \$29.62 a month for individual or family coverage.

**F. Disability Income Insurance**

1. Paraprofessional Staff: The DISTRICT will continue to contribute to the annual cost of Long-Term Disability Insurance at the current level of expenditure. Participating employees shall bear all cost above the current DISTRICT share of the premium.
2. Cook Manager and Food Service Workers:
  - a. The district will continue to contribute to the annual cost of Long-Term Disability Insurance at the current level of Expenditure (\$3.89/month)
  - b. Participating employees shall bear all cost above the current district share of the premiums.

**G. Life Insurance**

The DISTRICT will provide 100% of the premium for a \$20,000 term life insurance policy per employee.

**H. Extended Major Medical**

The DISTRICT will pay \$80 for extended Major Medical/Optical plan coverage (individual and family) for all enrolled employees for each year of the agreement.

**I. AFLAC**

Unit members will have the option to purchase an AFLAC supplemental insurance plan at no cost to the district.

**J. CSEA Employee Benefit Fund Member Plus Dental and Member Plus Vision Plan**

Unit members (and their dependents) may enroll in the CSEA Employee Benefit Fund Member Plus Dental and Vision Plans at no cost to the District. The cost of such coverage shall be paid by each enrolling member by means of payroll deduction on a pre-tax basis.



## **ARTICLE X**

### **PERSONNEL**

#### **A. Personnel Records**

1. The DISTRICT will supply data in writing to each employee at the start of his/her work year regarding salary.
2. It is further agreed that any complaint or evaluative material which is to be placed in the employee's record will be discussed first with the employee and a copy of the final comments given to the employee.
3. Should certain statistical data be available in an employee's record of which he/she has no record, or cannot recall, such data will be made available on a timely basis to the employee upon written request to the District Superintendent or his/her designee.
4. No items positively or negatively commenting upon the employee's performance will be included in his/her personnel file without the knowledge of the employee.

#### **B. Creation of New Classified Civil Service Positions**

1. The DISTRICT, through the District Superintendent or his/her designee, shall advise the President of the ASSOCIATION in writing as to potential creation of new job titles within the general personnel classifications encompassed by Unit XII whenever the creation of such a new title appears imminent.
2. It is understood that the actual designation of any such title remains the statutory function of the Suffolk County Civil Service Department.
3. The establishment of the initial salary for any such title, if not pending during the period of negotiations in conjunction with a new Agreement which shall become effective at the same time as the new title becomes operative, shall be the prerogative of the DISTRICT after consultation with the ASSOCIATION.
4. Whenever the DISTRICT exercises such prerogative it shall be guided in its decision by the relationship of the skills and responsibilities of the new title vis-à-vis existing comparable DISTRICT titles and any appropriately similar titles in the Suffolk County Civil Service structure.
5. Existing staff members will be given priority consideration over outside applicants for any new job openings.

**C. Promotional Opportunities and Salary Advancements**

**1. Promotions**

- a. The DISTRICT will provide the ASSOCIATION President with sufficient copies of notices of salary, location and division of all vacant positions within Unit XII. These notices will be posted in each program and facility.
- b. The DISTRICT shall at its sole discretion be permitted to give salary credit for experience when placing an employee in a new job title.

**2. Vacancies**

The DISTRICT agrees to offer vacant full time positions to part time employees prior to such positions being offered to non-bargaining Unit members. The ASSOCIATION agrees however, that the DISTRICT shall, when circumstances warrant, be free to hire outside the pool of part-time employees.

**D. Seniority & Abolition of Position Rights**

In the event there is a retrenchment with respect to positions in the classified Civil Services within Western Suffolk BOCES, Unit members shall be laid off based on time worked (start date) within the unit; last in, first out in accordance with Civil Service regulations.

**ARTICLE XI**  
**EMPLOYEE REPRESENTATIVE UNIT**

**A. ASSOCIATION Leadership Business Time**

1. A total of seven (7) paid leave days for each year of the contract are available for official representative personnel of the ASSOCIATION to attend to ASSOCIATION official business, including conference attendance.
2. Prior approval of the District Superintendent or his/her designee is required.
3. It is expected that such days will be utilized, insofar as possible, by more than one (1) individual.
4. All expenses of attendance at such ASSOCIATION Conferences shall be borne by the individuals, the ASSOCIATION, or such affiliated organizations as might wish to bear such expense.

**ARTICLE XII**  
**OFF DUTY IN-SERVICE EDUCATION OPPORTUNITIES**

The opportunity will be available to ASSOCIATION personnel to register for and attend courses offered to adults by this DISTRICT on an "open enrollment basis" where the Executive Director of the particular program certifies that there is student space available and the interested persons have the basic qualifications needed for attendance.

1. Should there be more interested applicants than openings, the ASSOCIATION shall have the responsibility for reducing the eligible applicant list to coincide with the number of opportunities.
2. Any required tuition charges involved shall be waived, but charges for books, supplies, materials, field trips and the like will be borne by the individual.
3. Employees shall be reimbursed for fees and/or tuition for job-related courses which are successfully completed when courses are requested by the DISTRICT (non-grievable).

**ARTICLE XIII**  
**OFFICIAL TRAVEL**

Travel required by and on behalf of the DISTRICT using personal vehicles of employees shall be reimbursed at the DISTRICT approved rate, plus necessary tolls and parking costs as substantiated by official receipts.

1. Employees are expected to maintain proper and adequate insurance to cover their own interests in such situations.
2. Where official travel requires lodging, meals, registration fees and the like, the cost of the same will be borne by the DISTRICT within reasonable amounts and statutory limitations based upon submission of and approval of conference and travel request forms prior to event.
3. The ASSOCIATION President will be included in the annual review of mileage reimbursement as conducted with both teaching and administrative groups.

## **ARTICLE XIV**

### **SUMMER SCHOOL**

Notwithstanding any provision to the contrary contained in this agreement, the following provisions are deemed the sole terms and conditions of employment applicable during Summer School periods. Any reference to non-unit personnel is for the purpose of reference and does not constitute the extension of recognition to Unit XII for purposes of collective bargaining.

#### **A. Appointment/Selection**

1. Summer School Aide positions for unit members working the entire thirty (30) day summer school schedule will be posted in late Spring.
2. Appointments are limited to the current Summer School session and are only for unit members on staff as of the date of posting.
3. Selection of applicants for summer employment shall be at the sole discretion of Western Suffolk BOCES.
4. Contracted paraprofessionals who commit to work the entire summer ESY program will be paid (based on working 30 days/6.5 hours per day):
  - a. Contracted after July 1, 2017 - \$4290
  - b. Contracted after July 1, 2014 and prior to June 30, 2017 - \$4875
  - c. Contracted after July 1, 2007 and prior to June 30, 2014 - \$5460
  - d. Contracted prior to June 30, 2007 - \$6240

#### **B. Sick Leave**

1. Regularly employed staff members employed in a Summer School position and working for the entire Summer School session, will receive two (2) additional sick leave days.
2. Two (2) sick leave days may be used during the summer session. However, no sick days may be used on either the first nor last day of summer employment.
3. Sick days accrued from Summer School shall be posted to the staff member's sick bank at the conclusion of Summer School.

#### **C. Bereavement**

1. This provision is applicable only to regularly employed BOCES Unit XII staff employees working the entire Summer School session.
2. Employees shall be exclusively permitted to use a maximum of two (2) work days in the event of death in the family.
3. Those relatives for whom bereavement days may be used include:

- spouse
- parent
- child/grandchild
- brother/sister
- grandparent/great grandparent

These relatives may be related biologically, or in the following relationship to the employee:

- adopted
- step
- foster
- in-law

Also included is any other relative who at the time of death was living in the immediate household of the employee.

4. Bereavement work days are to be used successively.

#### **D. Personal Injury/Workers' Compensation**

1. The provisions of this section shall cover an employee who is:
  - a. Injured in the performance of his/her duties.
  - b. Assaulted or injured as a result of the actions of another party.
  - c. Contracts hepatitis B thru exposure during the performance of his/her duties.
2. During a period extending thru the end of the current summer session after an employee suffers an injury as defined above the employee shall receive full pay and benefits without charge to sick leave except for the first five (5) days of such absence which shall be charged to sick leave. For injuries extending beyond the above period an employee may utilize sick leave to the extent available.

The injured employee must file the required incident reports with the Building Administrator prior to the close of the school day. Exception based upon extenuating circumstances will be authorized by the District Superintendent or his/her designee.

3. Both the CSEA and the DISTRICT expressly indicate their willingness to assist in monitoring this benefit against possible abuse.
4. The CSEA recognizes that the return of the first five (5) days to the employee has been expressly waived in exchange for the extension of pay and benefits described above.
5. An employee assaulted by another party as described in 1b above shall have three (3) days of the first five (5) days absence restored to their sick leave.

**ARTICLE XV**  
**DURATION & IMPLEMENTATION OF AGREEMENT**

**General Conditions**

1. This Agreement shall be in effect from July 1, 2021 through June 30, 2028. It is agreed that all negotiations relative to this Agreement shall cease upon the signing of this Agreement, and that the terms and conditions of employment provided in this Agreement shall remain in effect until the termination date of the Agreement unless altered by mutual consent in writing by the DISTRICT and the ASSOCIATION.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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.

2. At any time subsequent to December 1, 2027 and prior to January 4, 2028, either party may give notice of its intention to open negotiations for amending this Agreement.
3. This Agreement is made and entered into by and between the Chief Executive Officer of the Board of Cooperative Educational Services, Second Supervisory District, Suffolk County, New York and the WESTERN SUFFOLK BOCES Unit XII – the ASSOCIATION as provided for under subdivision 12 of Sec. 201, Article 14 of the Civil Service Law.
4. The parties agree that there shall be a single title and job description called "Aides" which will encompass the duties of the present title of "Teacher Aide" and "Special Education Aide." There shall be a, calendar and benefit program for aides.
5. It is further agreed that those teacher aides employed prior to July 1, 1985 shall be saved harmless from any change in duties outside the present job description.

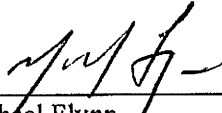
**Management Rights**

The Association acknowledges that the DISTRICT and the Superintendent together have the sole right of management and superintendence of the District. Hence, unless expressly set forth herein, none of the terms and provisions of this Agreement shall be deemed or determined, nor have the effect in any way, of interfering with, impairing or limiting their rights except as they may be specifically and expressly modified in this Agreement, including but not limited to selection and direction of the work force; to suspend or discharge according to law; to determine the qualifications for employment; to determine work standards and the quality of work; to assign, promote or transfer; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules; and to make reasonable and binding rules which shall not be inconsistent with this agreement.


Zipper Clause

It is acknowledged that during negotiations which resulted in this agreement for the terms and conditions of employment for Unit XII, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, the Association agrees that the BOCES shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

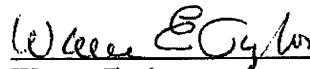
Western Suffolk BOCES

  
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Michael Flynn  
Chief Operating Officer

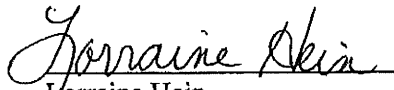
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Dr. Hugh Gigante  
Executive Director, Personnel

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Warren Taylor  
Chief Financial Officer

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Lorraine Hein  
Director of Business

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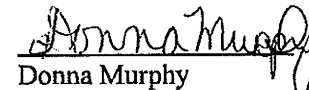
Unit XII – Aides/Food Service Workers

  
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Anne Marie Phalen  
President, Unit XII

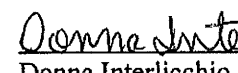
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Vice President, Unit XII

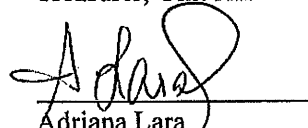
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Donna Murphy  
Secretary, Unit XII

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Donna Interlicchio  
Treasurer, Unit XII

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Adriana Lara  
Labor Relations Specialist  
CSEA

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**APPENDIX A**  
**GRIEVANCE CHART**

**EMPLOYEE**

**LEVEL ONE:**

Employee will discuss the grievance informally with immediate supervisor or program director.

If the matter is not resolved it will be discussed with the appropriate divisional director, if there is one in line of responsibility.

If after five (5) working days, there is no answer or resolution, the employee notifies the administrator and then proceeds to LEVEL TWO.

**LEVEL TWO:**

Employee files grievance in writing to the District Superintendent or his/her designee. If after ten (10) working days of receipt of written grievance there is no answer or resolution, the grievant proceeds to LEVEL THREE.

**LEVEL THREE:**

If an unsatisfactory decision is received at LEVEL TWO, the grievant may, within five (5) working days, make a written request to the BOARD for review and final determination.

**WESTERN SUFFOLK BOCES**

**LEVEL ONE:**

If grievance cannot be resolved, the administrator will forward a formal report on the matter within five (5) working days to the District Superintendent or his/her designee.

**LEVEL TWO:**

The District Superintendent or his/her designee, shall meet within ten (10) working days of receipt of the written grievance with the grievant and his/her representative.

**LEVEL THREE:**

All written statements and records of the case shall be submitted to the President of the Board and the District Superintendent or his/her designee. The Board shall hold a hearing to obtain further information regarding the case within fifteen (15) working days of receipt of a request for review by the grievant. The Board shall render a decision in writing within ten (10) days after its hearing.

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## **APPENDIX B**

### **ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREES**

#### **EMPLOYED PRIOR TO JULY 1, 1990**

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised July 1, 2014, with the WESTERN SUFFOLK BOCES Aides Unit XII to grant participation in the BOCES' Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2014 and

WHEREAS, the EMPLOYEE was actively employed by Western Suffolk BOCES prior to July 1, 1990 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to BOCES that he/she is, or shall be on the effective date of retirement, 55 years of age or older and will qualify for retirement under the terms, provisions and regulations of the New York State Employees Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.
3. The BOCES herewith agrees to grant retiring EMPLOYEES health coverage under conditions described as follows:

Staff hired prior to July 1, 1990 who have served a minimum of 10 years of full time active service with Western Suffolk BOCES will be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification. The Board shall contribute the same percentage of premium for the retiree as is contributed for active employees in the same unit.

4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan, or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, acknowledges that this agreement has been adopted by a form resolution of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: \_\_\_\_\_  
Board Of Cooperative Educational Services

Dated: \_\_\_\_\_  
Employee

Dated \_\_\_\_\_  
Certified Clerk Of The Board

## APPENDIX C

### ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREES

#### EMPLOYEE AFTER JULY 1, 1990

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised July 1, 2014, with the WESTERN SUFFOLK BOCES Aides Unit XII to grant participation in the BOCES Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2014 and,

WHEREAS, the EMPLOYEE was actively employed by WESTERN SUFFOLK BOCES on or after July 1, 1990 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to BOCES that he/she is, or shall be on the effective date of retirement, 55 years of age or older and will qualify for retirement under the terms, provisions and regulations of the New York State Employees Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.
3. The BOCES herewith, agrees to grant retiring EMPLOYEES health coverage under the conditions described as follows:

Staff hired after July 1, 1990 who have served a minimum of 10 years of full time active service with Western Suffolk BOCES shall be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification.

- a. The Board of Cooperative Educational Services shall contribute 50% of the amount contributed for current employees for individual and family coverage in the health program.
  - b. For each additional year of service beyond the 10 years with BOCES, the Board of Cooperative Educational Services' contribution shall increase by 5% per year not to exceed the same dollar amount paid by the BOCES for active employees covered in the same unit or classification.
4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Of Cooperative Educational Services

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Certified Clerk Of The Board

**APPENDIX D**  
**ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREES EMPLOYED**  
**ON OR AFTER AUGUST 16, 2007**

AGREEMENT by and between the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK, with offices for the transaction of business located at 507 Deer Park Road, Dix Hills, New York (hereinafter referred to as WESTERN SUFFOLK BOCES) and

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised July 1, 2014, with the WESTERN SUFFOLK BOCES Aides Unit XII to grant participation in the BOCES' Health Plan to the extent hereafter described for certain employees who retire on or after July 1, 2014, and

WHEREAS, the EMPLOYEE was actively employed by Western Suffolk BOCES on or after August 16, 2007 and

WHEREAS, this agreement has been made between the WESTERN SUFFOLK BOCES and the EMPLOYEE, to establish a binding contractual obligation on the part of the WESTERN SUFFOLK BOCES to continue certain health benefits for the life of the retired EMPLOYEE, as the same is more particularly described below, during the EMPLOYEE'S retirement.

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the BOCES that he/she is, or shall be on the effective date of retirement, fifty-five (55) years of age or older and will qualify for ordinary service retirement under the terms, provisions and regulations of the New York State Employee's Retirement System.
2. The EMPLOYEE represents to BOCES that he/she shall retire from active service effective on the day following date of resignation and that the EMPLOYEE has simultaneously submitted herewith a written resignation to the BOCES.
3. The BOCES herewith agrees to grant retiring EMPLOYEES health coverage under conditions described as follows:

Staff hired on or after August 16, 2007 who have served a minimum of twenty (20) years of full time active service with Western Suffolk BOCES shall be eligible for the following at the time of retirement. The Board of Cooperative Educational Services shall provide the same benefit level for individual and family coverage in the health program for staff who have retired as the Board provides for active employees covered in the same unit or classification.

4. BOCES reserves the right to provide the level of health benefits required by this agreement to the EMPLOYEE through an insured health plan or a BOCES self-funded plan (or combination thereof), and/or in conjunction with benefits provided under Medicare and/or any other available state or federal law or program that may in the future provide a health benefit to the EMPLOYEE.

By the signature which appears below, the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT at a duly constituted meeting of the BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SECOND SUPERVISORY DISTRICT.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Board Of Cooperative Educational Services

Dated: \_\_\_\_\_

\_\_\_\_\_  
Employee

Dated: \_\_\_\_\_

\_\_\_\_\_  
Certified Clerk Of The Board



## APPENDIX E



### BOARD MEMBERS

Jeannette Santos, *President*  
Maryann Zumpano, *Vice President*  
Mildred Browne  
Sydney Finkelstein  
Ilene Herz, Esq.  
Salvatore Marinello  
Peter Wunsch

507 Deer Park Road  
PO Box 8007  
Huntington Station, NY 11746-9007  
631/549-4900, x222  
FAX 631/623-4996

### AGREEMENT BETWEEN WESTERN SUFFOLK BOCES CSEA AIDES UNIT 12 AND WESTERN SUFFOLK BOCES

#### Catastrophic Sick Leave Bank Guidelines

The Catastrophic Sick Leave Bank is intended for use by participating members of Unit XII in the event of a prolonged illness or injury and a lack of available sick days. Three members of Unit XII (Paraprofessionals and Food Services) and two administrators will serve on the Sick Leave Bank Committee that will review all requests of Sick Bank Days.

Once an employee has utilized the Catastrophic Sick Bank, subsequent requests will be reviewed by the Committee with consideration given to past Sick Bank utilization, as well as attendance history.

#### APPLICATION PROCEDURES

Any member of Unit XII may submit a request to borrow days from the Sick Leave Bank because of a prolonged Catastrophic illness or injury and lack of available sick leave days.

All persons using the Sick Leave Bank must first use whatever accrued sick and personal days they may have. Approved sick leave from the bank will not begin until the individual's accumulated sick leave is exhausted. Requests for utilization of Sick Leave Bank form shall include: a written statement from the member's physician indicating the diagnosis, the date of the onset of the condition, and the estimated time the condition will last. Application and supported materials will be forwarded by the Personnel Administration to the Committee.


An approved request for Sick Bank time is terminated when the authorized time is used or when the unit member returns to full time employment, whichever one comes first.

#### GENERAL ACCOUNTING

1. BOCES will contribute 20 days effective February 1, 2014. BOCES contribution shall not exceed 20 days in any calendar year.
2. Each Unit member active on February 1, 2014 will be charged one half day to be contributed to the bank as of June 1, 2014.

Board of Cooperative Educational Services  
Second Supervisory District of Suffolk County  
[www.wsbores.org](http://www.wsbores.org)

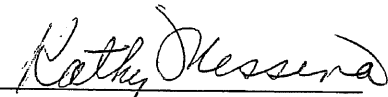
3. Each Unit member newly employed after February 1, 2014 will contribute one half day effective as of June 1<sup>st</sup> of the year of employment.
4. Absences charged to the sick bank will be separately coded by payroll and will appear on the employee's annual absence report. In addition, payroll will prepare a reconciliation of the balance of days remaining in the sick leave bank as of June 30<sup>th</sup> of each year.
5. If the days remaining in the sick leave bank drop below 50 in any school year the contribution specified in Items 1 and 2 above will be repeated in the following school year.
6. Retiring employees will be refunded a proportionate amount of the then current balance in the sick bank if the employee has less than the maximum number of days allowed for the payment at retirement. Such days will reduce the balance remaining in the bank.
7. Unit members utilizing the Sick Bank will pay back to the Sick Bank the days borrowed at the rate of 20 percent per year, with repayment commencing six months following the employee's return to work, and continuing until the borrowed time is fully repaid. Both parties agree to offer a Catastrophic Illness sick bank for the duration of this agreement. The bank shall be extended for the duration of the contract by mutual agreement. Once ratified, this agreement is effective September 5, 2013 and is extended for the duration of the contract.



Michael J. Mensch, Ed. D.  
Western Suffolk BOCES

6-12-13

Date



Kathy Messina  
President, Unit XII

6-12-13

Date



Guy DiCosola  
CSEA Labor Relations Specialist

11-19-13

Date

TR/lm

APPENDIX F

SETTLEMENT AGREEMENT

**Between Western Suffolk BOCES  
and Western Suffolk BOCES Unit XII**

It is agreed by the parties listed below that all Unit XII Employees employed as Contract Hourly before July 1, 1998, shall have Contract Hourly time credited toward participation in health insurance for the purposes of health insurance eligibility into retirement.

After July 1, 1998, all Unit XII members must participate in health insurance or health insurance waiver for at least 10 years, including the year of retirement, in order to have time credited for health insurance after retirement.

Retirees employed after July 1, 1998, must participate in health insurance or health insurance waiver for a minimum of 10 years, with participation during the full year preceding retirement, in order to be eligible to carry health insurance into retirement.



Robert F. Boonin  
Chief Operating Officer

6/8/98

Date



Kathleen Martin  
Unit XII President

6-15-98

Date



Jonathan D. Rubin  
CSBA Inc., Labor Relation Specialist

6/7/98

Date

NOTED  
JUN 22

APPENDIX \*

AIDES SALARY TABLES

	2021-22	2022-23	2023-24	2024-25
Aides Hired Prior to July 1, 2017				
With Benefits				
Prior year salary increase by:	735	757	780	803
With Benefits				
Aides Hired 7/1/07- 12/31/14	24,321	25,078	25,858	26,661
Aides Hired 1/1/15 - 6/30/17	21,557	22,314	23,094	23,897
Aides Hired after 7/1/2017	21,223	21,980	22,760	23,563
Without Benefits				
Aides Hired 7/1/07- 12/31/14	28,814	29,571	30,351	31,154
Aides Hired 1/1/15 - 6/30/17	25,534	26,291	27,071	27,874
Aides Hired after 7/1/2017	25,136	25,893	26,673	27,476

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## Updated Appendix G

### APPENDIX G

#### AIDES SALARY TABLES

	2024-25	2025-26	2026-27	2027-28
Aides Hired Prior to July 1, 2017				
<u>2007 With Benefits</u>				
Prior year salary increase by:	\$1,000	\$1,000	\$1,000	\$1,000
With Benefits				
Aides Hired 7/1/07- 12/31/14	\$27,409	\$29,054	\$30,071	\$31,123
Aides Hired 1/1/15 - 6/30/17	\$24,480	\$25,948	\$26,857	\$27,797
Aides Hired after 7/1/2017	\$24,480	\$25,948	\$26,857	\$27,797
Without Benefits				
Aides Hired 7/1/07- 12/31/14	\$32,172	\$34,102	\$35,295	\$36,530
Aides Hired 1/1/15 - 6/30/17	\$28,703	\$30,425	\$31,490	\$32,592
Aides Hired after 7/1/2017	\$28,703	\$30,425	\$31,490	\$32,592

Effective July 1, 2024

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## **Appendix H**

### **Salary – Cook Managers**

a. Cook Managers' individual base salary amounts will be increased by the following amounts over their prior year's base salaries. To receive the salary increase, staff must have been employed before July 1, 2017.

- 2021/2022 – prior base year + \$735
- 2022/2023 – prior base year + \$757
- 2023/2024 – prior base year + \$780
- 2024/2025 – prior base year + 4.00%
- 2025/2026 – prior base year + 4.00%
- 2026/2027 – prior base year + 4.00%
- 2027/2028 – prior base year + 4.00%

Staff hired on or after July 1, 2017 the base salary will be:

- 2022/2023 \$27,577
- 2023/2024 \$28,344
- 2024/2025 \$29,478
- 2025/2026 \$30,657
- 2026/2027 \$31,883
- 2027/2028 \$33,158

b. To receive the increase set forth in section (a) above, a Cook Manager must have been employed on a full time basis prior to February 1<sup>st</sup> of the year of the increase.

c. New employees post July 2012 will have one (1) pay period delayed during first year of employment.

d. In addition to base salary, Cook Managers will receive an annual stipend of \$600 as a responsibility adjustment.

e. Salary advancement may be withheld based on unsatisfactory service.

f. Upon movement from one (1) job title to a higher paying job title within the unit, the Cook Manager will retain his/her salary.

## **APPENDIX I**

### **Salary - Food Service Workers**

- a. Food Service Workers' individual base salary amounts will be increased by the following percentages over their prior year's base salaries. To receive the salary increase, staff must have been employed before July 1, 2017.

• 2021/2022	3.00%
• 2022/2023	3.00%
• 2023/2024	3.00%
• 2024/2025	4.00%
• 2025/2026	4.00%
• 2026/2027	4.00%
• 2027/2028	4.00%

- b. Staff hired after July 1, 2017, the base salary will be:

• 2021/2022	\$18.50 per hour
• 2022/2023	\$18.97 per hour
• 2023/2024	\$19.44 per hour
• 2024/2025	\$20.22 per hour
• 2025/2026	\$21.03 per hour
• 2026/2027	\$21.87 per hour
• 2027/2028	\$22.74 per hour

- c. New employees post July 2012 will have one (1) pay period delayed during the first year of employment.
- d. The DISTRICT shall provide five (5) paid holidays (Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Juneteenth) for Food Service Workers

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