

AGREEMENT BETWEEN

**THE BOARD OF COOPERATIVE
EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT OF
PUTNAM AND WESTCHESTER
COUNTIES**

AND

THE UNITED STAFF ASSOCIATION

July 1, 2021 - June 30, 2024

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SECTION I – PARTIES

This agreement, entered into as of the 1st day of July, 2021, by and between the Board of Cooperative Educational Services, Sole Supervisory District of Putnam and Westchester Counties, hereinafter referred to as the “Board,” and the United Staff Association, Local 3072 NYSUT-AFT, hereinafter referred to as the “Association,” is made pursuant to Article 14 of the Civil Service Law (Taylor Act). This agreement covers the period of July 1, 2021 through June 30, 2024.

SECTION II - UNIT

The negotiating unit is defined as: all certificated employees, teaching assistants, adaptive equipment specialists, teacher aides, bus attendants, school nurses, licensed practical nurses, physical therapists, occupational therapists, therapy assistants, and lifeguards, excluding all other employees, administrators, supervisors, off-schedule personnel, temporary personnel, and per diem personnel. The term teacher is defined as certificated employees paid on the certificated salary schedule.

SECTION III - RECOGNITION

The Association has been recognized as the exclusive bargaining agent for the above-defined unit.

SECTION IV - RIGHT TO ORGANIZE

A. The Board recognizes the employees’ rights under Section 202 of the Civil Service Law which provides as follows: “Public employees shall have the right to form, join, and participate in or to refrain from forming, joining, or participating in any employee organization of their own choosing.”

B. Employees shall have the right, freely and without fear of penalty or reprisal, to form, join, or assist a labor organization or to refrain therefrom and to participate through a representative of their own choosing in negotiations concerning salaries, hours, and other terms and conditions of employment.

SECTION V - DUTY TO REPRESENT

The Association agrees to admit to membership certain classified and/or certificated personnel on the staff of the Board without discrimination as to race, religion, national origin, sex, marital status, or department and to represent equally all members of the negotiating unit.

SECTION VI - RIGHTS OF THE ASSOCIATION AND GENERAL COMMUNICATIONS

A. The Association may use rooms in Board-operated school buildings for its regular meetings scheduled on the second Tuesday of each month, September through June. Request for use of such facilities shall be made to the Assistant Superintendent for Administration in advance, in accordance with Board policies and regulations. This same procedure shall be used for additional meetings.

B. The Association may utilize bulletin board space in a designated area in each Board-operated center for the exclusive purpose of posting material dealing with proper and legitimate business

of the Association. Final arrangements are to be made in each case with the Director in charge of each center.

C. The Board shall provide a single mailbox in each Board-operated facility for the purpose of Association correspondence. Exact location, size, and accessibility shall be determined by the Director of the program operating the facility. The Association may use employee mailboxes in Board-operated facilities. The Association agrees to provide the District Superintendent with a copy of any material placed in such mailboxes when the material reaches the Yorktown Heights campus.

D. The Board shall duplicate this Agreement with the cost shared equally between the Board and the Association. The format of the Agreement shall be jointly determined by the Board and the Association.

E. The Board shall provide a room for use by the Association as an office with internet access. Telephone service in the room, if any, shall be at Association expense.

F. Representatives of the Association shall meet on a monthly basis with the Executive Director of Human Resources to discuss matters of mutual concern, such as staff meetings, the problem of ill children in the classroom, requests for variances, and so forth. The Board agrees to share all available public data and documents with the Association relating to the topics discussed at such monthly meetings. If the parties mutually agree that a particular monthly meeting is not necessary, it may be cancelled.

G. The President of the Association shall be relieved of all non-instructional duties, such as bus duty and lunch duty. The Union president shall be entitled to a minimum of 40 minutes release time during the day to address Union-related issues. A Union president whose work period is greater than 40 minutes can be granted additional release time with the authorization of the District Superintendent or designee.

SECTION VII - NEGOTIATIONS DURING SCHOOL HOURS

Ordinarily, negotiation sessions shall occur after regular school hours. If, however, joint meetings of the negotiating committees of the Board and the Association are held during the school day, members of the Association negotiating committee shall be released from their regular duties without loss of pay or charge to their sick or personal leave days.

SECTION VIII - LEAVE TO ATTEND ORGANIZATIONAL MEETINGS

A. The District Superintendent, or his designee, may grant any reasonable request for leave for Association officers and other representatives to attend meetings, workshops, and conferences held by NYSUT and AFT. Such leave shall be without loss of pay or charge to sick or personal leave.

B. Leave to conduct relevant Association business will be granted to officers and other representatives of the Association by mutual consent of the District Superintendent and the President of the Association.

SECTION IX - PERSONAL BUSINESS LEAVE

Full-time salaried employees shall be granted personal business leave without loss of pay during each employment year not to exceed five days. Personal business leave shall be prorated for part-time salaried employees. Unused personal days shall be converted to sick days at the end of the school year.

Such leave shall be used to transact business which cannot ordinarily be transacted outside of the regular school day and shall include time for religious observance, illness in the immediate family, attendance at funerals, and absences due to extraordinary weather conditions

Personal business leave shall be granted upon application to and approval by the Executive Director of Human Resources . No reason is needed except for before and after holidays, consecutive days, or emergencies. Except for emergencies, written application must be received in the Human Resources and Administrative Services Department at least three working days in advance of the day for which leave is requested. Two of the five personal days per year may be taken as a compelling emergency day without the required three day notice. Such compelling day does not require a reason provided the day does not fall before or after a holiday.

Requests for a personal business before or after a holiday may be approved at the sole discretion of the Executive Director of Human Resources. All requests for a personal business leave before or after a holiday will require a reason.

If the applicant is concerned that there is a delay in his or her application for a personal day, he or she may telephone in the request at the same time it is being processed in order to preserve his or her rights. Except in the case of emergencies, at the time that such application is made, the employee shall notify his or her immediate supervisor that he or she has made such application and the supervisor shall subsequently promptly notify him or her whether or not approval has been granted. In case of an emergency, the employee will follow the procedures outlined by the Director of the program to which he or she is assigned.

When an employee has been informed that his or her application for leave has been approved, the employee shall report his or her absence according to administrative procedures.

SECTION X - LEAVE FOR DEATH IN FAMILY

Salaried employees shall be allowed five days leave with pay because of death in the immediate family. Granting leave beyond the five days shall be at the discretion of the District Superintendent, or his designee.

Immediate family shall mean:

1. Spouse or Domestic Partner
2. Children
3. Sibling
4. Parent or Grandparent, Parent-in-law
5. Grandchild
6. Other members of the employee's household
7. Others who by reason of circumstances may have served in loco parentis.

SECTION XI - LEAVE FOR JURY DUTY

An employee, upon being summoned to jury duty, shall immediately notify the Executive Director of Human Resources.

All salaried employees shall receive their full compensation while serving on a jury. However, said employees shall pay over to the Board all remuneration received for such service, excepting transportation allowances.

Time served on jury duty shall not be charged to any form of leave.

If the employee lives in a county where there is a juror call-in procedure, the employee will report to work, provided the court to which the employee may be called can be reached within one hour from the employee's work location and further provided that adequate coverage of the employee's class can be arranged (i.e., no doubling up of classes). The foregoing arrangement is also dependent on its being permitted by the Commissioner of Jurors in the county of the employee's residence.

SECTION XII - LEGISLATIVE ACTION

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law, or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

SECTION XIII - OBSERVATION & EVALUATION OF TEACHERS & TEACHING ASSISTANTS & TEACHER AIDES

A. Classroom teachers will be evaluated in accordance to Education Law Section 3012-d and Part 30 of the Regents' Regulation if they meet the criteria for being subject to such evaluation. Consistent with APPR Plan approval requirements, APPR and TIP related appeals shall be processed through the Appeals Procedure of the Plan Document filed at SED and shall not be subject to processing as grievances under the provisions of this Collectively Negotiated Agreement.

B. Unit members not covered under Education Law Section 3012-d and Part 30-2 of the Regents' Regulation such as Pupil Personnel Services (PPS) staff, related services staff, teaching assistants and teacher aides shall be evaluated in accordance with the Annual Professional Performance Review Plan as adopted by the Board on June 20, 2000, or as modified by the APPR Committee and adopted by the Board in the future. The parties recognize that the Association retains its right to negotiate significant changes in the Annual Professional Performance Review Plan if they are mandatory topics of bargaining.

C. The Section 100.2(o) Annual Professional Performance Review Committee shall review the observation and evaluation procedures annually. The composition of the APPR Committee shall continue as originally structured during the 1999-2000 school year, including four Association representatives and the option of hiring an outside facilitator. Association representatives shall be selected by the bargaining unit.

D. When a direct observation is done by a supervisor, a written observation report shall be made and discussed with the staff member within 15 working days of the date of the observation. If a summary evaluation report is prepared, it shall be discussed with the staff member within 15 working days of its completion. Opportunities for other conferences with the evaluator shall be afforded.

E. All monitoring or observation of work performance of a staff member will be conducted openly and with full knowledge of the staff member.

F. A copy of each written observation or evaluation report shall be given to the staff member, and a copy signed by staff member shall be placed in the staff member's personnel file. The staff member's signature shall represent that he or she has received a copy and has discussed the report with the observer or evaluator. If the staff member declines to sign the report, a notation to this effect may be placed on the report by the observer or evaluator and the report placed in the staff member's personnel file. At the same time, a letter shall be sent to the staff member informing him or her that the report has been placed in his or her file without his or her signature. At the time of the original discussion, one additional discussion may be requested by the staff member and shall be granted, and his or her signature shall be affixed a second time to the report to indicate the additional discussion. The second discussion shall take place within five school days of the request and before the report is entered in the staff member's personnel file. The staff member shall have the right to have entered with the report a rebuttal which shall become a part of his or her file. The rebuttal must be submitted to the staff member's observer or evaluator within ten days after the first discussion or within ten days after the second discussion, if one is requested, and held in accordance with this provision. Any member of the bargaining unit who is formally evaluated may attach a written response to the evaluation report.

G. Special efforts shall be made during the probationary period to evaluate the work of each teacher and teaching assistant and to give him or her recommendations and suggestions for improvement. A probationary teacher or teaching assistant whose continued employment by the Board is uncertain because of his or her performance shall be notified of this fact no later than February 15th of the year in which his or her continued employment is uncertain. Such notice, however, will only be given under normal circumstances and will not be required in an emergency situation such as when a teacher's or teaching assistant's services are being terminated for striking a child.

H. The observation and evaluation procedures set forth in this Section shall be completed by the end of the school year for each school year.

SECTION XIV - OTHER EVALUATIVE INFORMATION

A copy of any written evaluative information not covered by Section XIII B and C to be placed in the employee's personnel file after date of employment shall be given to the employee within five working days of the date said evaluative material is written or received. The employee shall have the right to, within five working days after receipt of said evaluative material, have entered with the evaluation a rebuttal of the evaluative information. This rebuttal shall become a part of the employee's personnel file.

SECTION XV - TRAVEL

Employees on authorized trips or travel shall be reimbursed at the IRS rate when they use their own vehicles. Each unit member shall have a home base for the purposes of commutation from home to work. In the event that a unit member does not commute from home to the home base, but rather to another location, whatever would have been the mileage from home to work will be deducted from home to the location of work that is other than the home base, for that day. If the Board increases or decreases the mileage reimbursement amount for other employees of BOCES, it shall be increased or decreased for the members of the bargaining unit.

SECTION XVI - PAYDAY SCHEDULE AND OPTION

Salary payment for ten-month employees shall be made in either 20 or 24 payments, at the option of the individual employee. These payments will occur on the 15th and 30th of each month. Whatever option has been last selected by the employee shall remain in effect from year to year unless the employee files a notice with the Business Office changing it. Such notice of change must be filed by August 15th of the school year in which it is to be effective. For new employees, the individual option must be filed by September 15th of the school year in which it is to be effective.

If the payday falls on a weekend or a school holiday, check will be available, when possible, on the last working day immediately before the weekend or holiday. Under normal circumstances, checks shall be distributed so as to arrive in the hands of the employee during the school day of the payday. Checks will be mailed promptly to itinerant personnel. A payroll calendar shall be distributed to each employee no later than the first workday in September.

SECTION XVII - SALARIES

A. Salaries for Teachers are based on the terms and conditions found in Appendix A.

B. Salaries for Teaching Assistants, Adaptive Equipment Specialists, Teacher Aides and Bus Attendants are based on the terms and conditions found in Appendix B.

Effective July 1, 1992, full time for Teacher Aides and Bus Attendants shall be 32½ hours per week, including lunch. Aides who were in the employ of the Board on February 1, 1989, cannot be reduced in time below 32½ hours (including such Aides who have been excessed). Aides hired after February 1, 1989, through June 30, 1992, can be reduced in time. Aides and Bus Attendants hired July 1, 1992, or thereafter can be hired part time and can be reduced in time.

C. Salaries for School Nurses, Lifeguards, Therapy Assistants, and Licensed Practical Nurses are found in Appendix C.

For those Therapy Assistants hired prior to July 1, 2013 who declined to be paid on the salary schedule, his or her current hourly salary will increase based on the percent increase outlined in part (A) of this section. Effective July 1, 2013 all newly hired Therapy Assistants must be placed on the salary schedule.

Therapy Assistants who are paid at an hourly rate shall not be eligible for health insurance or any other benefits of this Agreement, except that the Board will make a pro rata contribution to the Welfare Fund, as per the second paragraph in Section XXXIV of this Agreement.

D. A Teacher Aide or Teaching Assistant who is asked to cover the class of an absent teacher shall receive \$50 for a full day (1.0), \$40 for three quarters of a day (.75), \$25 for a half day (.5), and \$10 for a quarter day (.25) in addition to his or her regular salary for each day of coverage. A Teacher Aide who is asked to cover a Teaching Assistant assignment for 20 consecutive days or more shall receive \$20 in addition to his or her regular salary for each day of coverage.

E. Occupational Therapists and Physical Therapists will be placed on the BA column of the certificated salary schedule. Effective July 1, 2013 all newly hired Occupational Therapists and Physical Therapists must be placed on the salary schedule.

An Occupational Therapist or Physical Therapist on schedule who is employed part time and is later offered an increase in time and refuses such increase shall lose all fringe benefits. An Occupational Therapist or Physical Therapist who is receiving fringe benefits will not lose such benefits if he or she is reduced in time involuntarily. However, if such person is subsequently offered an increase in time and refuses such increase, he or she shall lose all fringe benefits.

Effective July 1, 2023, Occupational Therapists and Physical Therapists will be placed on the appropriate column of the certificated salary schedule. Members shall move to the appropriate column in accordance with their qualifications (degree and credits) and placed on the step that is closest to their current salary that is not a reduction in salary. Any employee hired after January 31 will remain on the same salary step for the following school year.

F. The Board shall make every effort to mail to each employee a copy of the salary schedule or tentative salary schedule along with notification of the employee's placement on said schedule by the first day of school in September.

G. Unit members who act as chaperones on school-sanctioned student trips shall receive \$35.00/hour after 3:00 PM up to 4 hours per day. Chaperones working weekend days shall receive \$35.00/hour for a maximum of 7 hours. If the trip is overnight, the chaperone shall receive an additional \$100.00 for each overnight.

H. Unit members who work after hours preparing students for school-sanctioned functions, upon pre-approval from their Administrator or designee, shall receive compensation of \$25.00/hour for a maximum of 2 hours per work day.

SECTION XVIII – TEAM LEADERS AND OTHER STIPEND POSITIONS

There will be three Team Leader positions for related service providers in the Special Education Department, one for Speech Therapists, one for Occupational and Physical Therapists and Assistants, and one for Counselors (School Psychologists and Social Workers). The responsibilities of the Team Leader will be to arrange, conduct, and provide a record of at least six after-school meetings during the school year; develop and arrange in-service programs and provide data for PDP purposes; and act as a liaison between the Special Education administrators and related service providers. The Team Leaders will have no supervisory or evaluative responsibilities. Additional Team Leader positions may be created at local school building clusters, academies, or other campus sites as necessary. Each Team Leader will be paid an annual stipend of \$3,000.

Crisis Intervention Specialists will receive an annual stipend of \$6,000. Crisis Intervention Specialist must maintain their Therapeutic Crisis Intervention certification in order to remain in their role and receive their stipend.

Skills USA advisors shall receive an annual stipend of \$1,500 for their role as an advisor for their specific club.

SECTION XIX – MENTORS AND MASTER MENTORS

A member of the bargaining unit who serves as a Mentor in the Mentor Teacher/ Intern Program will receive an annual stipend of \$1,000. A member of the bargaining unit who serves as a Master Mentor for a building or program in the Mentor Teacher/Intern Program will receive an annual stipend of \$3,000. The Mentor Coordinator will receive an annual stipend of \$5,000.

SECTION XX – NATIONAL BOARD CERTIFICATION

A teacher who has achieved National Board Certification will receive an annual stipend of \$2,000 for the duration of his/her certificate.

A Teacher of the Speech and Hearing Handicapped, a Teacher of Students with Speech and Language Disabilities who has achieved certification by the American Speech-Language-Hearing Association (ASHA), Certificate of Clinical Competence for Speech-Language Pathologists (CCC-SLP) shall receive an annual stipend of \$1,000 for the duration of his/her certificate. An Occupational Therapist/Therapy Assistant who has achieved certification by the National Board for Certification in Occupational Therapy (NBCOT) shall receive an annual stipend of \$1,000 for the duration of his/her certificate. A Physical Therapist who has achieved certification by the American Board of Physical Therapy Specialties (ABPTS) shall receive an annual stipend of \$1,000 for the duration of his/her certificate.

The BOCES shall pay a one thousand dollar (\$1,000) annual stipend to those Occupational Therapists and Physical Therapists who have not achieved National Board Certification for Occupational Therapy “NBCOT” or a specialty certification from the American Board of Physical Therapy Specialties “ABPTS”, to defray the cost of ongoing professional licensure requirements as established by Articles 136 and 156 of the NYS Education Law, respectively. This provision shall remain in effect for such time until the BOCES becomes an accredited certified provider of professional licensure training sufficient to provide all training necessary for the licensure for all Occupational Therapists and Physical Therapists.

The Occupational Therapists \$1,000 stipend for achieving certification by the National Board for Certification of Occupational Therapy (NBCOT), Physical Therapists \$1,000 stipend for achieving certification by the American Board of Physical Therapy Specialists (ABPTS) and \$1,000 stipend for Occupational and Physical therapist to defray costs of professional licensures requirements will sunset on June 30, 2023, then becoming null and void in all regards.

SECTION XXI - LONGEVITY INCREMENT

A longevity increment in the amount of \$1,400 will be paid to unit members recognized on Appendix (A) when they begin their 16th year of employment. A longevity increment in the amount of \$1,900 will be paid to unit members recognized on Appendix (A) when they begin their 21st year of employment. These longevity payments are non-cumulative.

A longevity increment in the amount of \$500 will be paid to those unit members recognized on Appendices B and C when they reach their 15th year of employment as a regular salaried employee on schedule. A longevity increment in the amount of \$750 will be paid to unit members recognized on Appendix (B & C) when they begin their 21st year of employment. These longevity payments are non-cumulative.

For the purpose of calculating years of employment as it relates to longevity increments, through June 30, 2017, unit members will receive one full year of employment credit for service provided in a given school year, while the unit member was a member of the United Staff Association. As of July 1, 2017, years of service for purposes of determining eligibility for longevity will be based upon actual time worked for the District in a given year while the employee is a member of the United Staff Association. Thus, as an example, as of July 1, 2017 a unit member who works half time for two years, will receive a total of one

year of employment credit for such service, for purposes of longevity.

SECTION XXII - DUES

A. The Board agrees to payroll deductions for any employee governed by this Agreement for any one or any combination of teacher associations, as said employee individually and voluntarily authorizes the Board to deduct and to transmit the monies promptly to the Treasurer of the Association. Employee authorizations shall be in writing and shall be continuous unless revoked in writing.

B. The Association shall certify to the Board in writing the current rate of membership for each organization covered by this article.

C. Payroll deduction authorizations shall be made on the form provided by the Association.

SECTION XXIII - INSTALLMENTS FOR DUES

A. The deductions referred to under the heading "Dues" shall be made in no more than ten equal installments, except that any deduction of \$10.00 or less shall be made in one installment only. These installments shall start the first pay period in October.

B. No later than ten working days prior to the first pay period in October, the President of the Association shall provide the Board with a list of employees together with the total amount to be deducted for each employee and with the above-mentioned authorization form of those employees who have voluntarily authorized the Board to deduct dues for the organizations designated.

C. Supplemental authorizations submitted at least ten days prior to the first pay period in February shall be deducted in the manner prescribed in the paragraph above beginning with the first pay period in February. Authorizations for deductions shall not be accepted by the Board at any other time.

D. All deductions shall conclude on or before the last pay period in May.

E. The Board shall, following each pay period during which a dues deduction is made, transmit the total amount of dues or agency fees so deducted to the Treasurer of the Association. All employee records of deductions and transmittal of proper amounts to teacher organizations shall be the responsibility of the Treasurer or other representative of the Association.

SECTION XXIV - NO-STRIKE PLEDGE

The Association hereby affirms that it shall not conduct a strike against the Board, pursuant to Section 207 of the Civil Service Law.

SECTION XXV - WORK YEAR

The work year shall be a maximum of 187 days. These days are to be scheduled between September 1 and June 30, except working prior to September 1st when the school calendar requires this accommodation and/or for the purpose of scheduling select Superintendent Conference Days when mutually agreed upon. Pending the BOCES Board and component school district approval of the 2022-2023 and 2023-2024 school calendar, August 31, 2022, August 30, 2023 and August 31, 2023 may be approved for Superintendent Conference Days. These provisions shall not be construed to prevent teachers from coming into work voluntarily prior to September 1.

SECTION XXVI - WORKDAY

A. Teachers - The workday for full-time teachers, guidance counselors, and school nurses will vary from building to building due to variations in programs provided by the Board and the need of the Board to adjust to the schedules of local schools not within its control.

In no event, however, shall the workday in special education schools and classes exceed 7 consecutive hours, except to conform to the workday of a local school in accordance with the last sentence of this paragraph, including a duty-free lunch period of 30 minutes and planning time as set forth in the second paragraph below, except that the fulfillment of professional responsibilities such as staff meetings, conferences with supervisors, parent conferences, class trips, and the care of children in unusual circumstances may require additional time, in conformity with Section XXVIII of this Agreement and practices in the various buildings. It is the intent of this provision that the length of the workday of special education teachers in local schools shall conform to that of the local school.

The workday for career and technical education teachers shall be 7 hours that will include 45 minutes of prep time, 30 minutes of which will be uninterrupted, to be scheduled according to individual teaching assignments and an uninterrupted 30-minute lunch period each day. Teachers employed for career and technical education shall be employed as either half-time or full-time teachers. "Half time" shall be defined as 3½ hours. Career and technical education teachers who were employed by the Board on or before June 30, 1992, for one-half time or more may choose to go less than one-half time, which would be considered an involuntary reduction. Career and technical education teachers hired on or after July 1, 1992, may be hired for one-third time or more. "One-third time" shall be defined as 11 hours and 40 minutes per week. The fulfillment of professional responsibilities such as staff meetings, conferences with supervisors, parent conferences, class trips, and the care of children in unusual circumstances may require additional time, in conformity with Section XXVIII of the Agreement and practices in the various buildings.

All special education teachers assigned full time to one local school building shall have planning time in the course of each week, the scheduling of which shall vary from building to building but which shall in no event be less than two hours per week. Every effort shall be made to schedule such time over not less than two days. In addition, the Board agrees that it shall make every effort to provide each teacher with some planning time each day.

All special education teachers assigned full time to the Pines Bridge School shall have daily planning time of at least 30 minutes.

All special education teachers assigned full time to The Learning Center at Walden School and the Regional Alternative High School shall have weekly planning time of 2½ hours. The Board will make a good faith effort to give such teachers 30 minutes of planning time each day. However, failure to provide 30 minutes each day shall not be arbitrable.

B. Shared and Itinerant Teachers - The workday for full-time shared and itinerant teachers shall be 7 hours, including a duty-free 30-minute lunch period and travel time between assigned schools.

There shall be an average 24-minute preparation period which may vary from day to day provided that the average daily preparation time in a week is at least 24 minutes. The fulfillment of professional responsibilities such as staff meetings, conferences with supervisors, parent conferences, class trips, and the care of children in unusual circumstances may require additional time, in conformity with Section XXVIII of this Agreement and practices in the various buildings.

Shared and itinerant teachers who are less than full time and desire additional time shall so inform the Superintendent or designee in writing. They will then be informed in writing when additional time is available for which they can apply.

C. Clinical Personnel, School Nurses, and Licensed Practical Nurses - The workday for full-time psychologists, social workers, school nurses, and licensed practical nurses shall be 7 hours, including a duty-free lunch period of 30 minutes, except that the fulfillment of professional responsibilities may require additional time.

D. Teacher Aides and Bus Attendants - The workday for full-time teacher aides and bus attendants shall be 6½ hours, including a duty-free lunch period of 30 minutes, except that the fulfillment of responsibilities such as staff meetings and parent conferences may require additional time, in conformity with Section XXVIII of this Agreement and practices in the various buildings.

E. Teaching Assistants and Adaptive Equipment Specialists - The workday for full-time teaching assistants and adaptive equipment specialists shall be 7 consecutive hours, including a duty-free lunch period of 30 minutes, except that the fulfillment of responsibilities such as staff meetings and parent conferences may require additional time, in conformity with Section XXVIII of this Agreement and practices in the various buildings.

F. Other Personnel in the Bargaining Unit - The workday for full-time certificated personnel assigned to other than teaching or clinical duties shall be 7 hours, including a duty-free lunch period of 30 minutes, except that the fulfillment of responsibilities such as staff meetings and parent conferences may require additional time, in conformity with Section XXVIII of this Agreement and practices in the various buildings.

G. Flexible Scheduling - A flexible schedule may be arranged for certain staff members, such as members of the clinical staff, whose job responsibilities include working during evening hours. Consultant committee meetings, parent meetings, after school meetings, mall shows, open house programs, and similar activities are not intended to be covered by a flexible schedule.

Staff members who require a flexible schedule must present the schedule to his or her supervisor at least one week in advance for approval. The schedule must show the evening hours to be worked and the regular hours for which they are being substituted. In no event may the schedule have more or fewer hours than the workweek set forth in this Agreement. Should the activity scheduled for the evening be cancelled, the staff member would revert to his or her regular work schedule.

H. Supervision of Related Service Providers – Any member who takes on a supervisory role for the purposes of Medicaid billing or maintenance of licensure of another professional in their field will be given adequate time during the workday to complete such duties. A minimum of 2 hours of time per week will be given to a Teacher of the Speech and Hearing Handicapped/Teacher of Students with Speech and Language Disabilities for each unit member that he/she supervises. A minimum of 3 hours of time per week will be given to an Occupational Therapist, Physical Therapist, or Speech Therapist for each unit member that he/she supervises.

I. Sign in/Sign out - Effective July 1, 2022, employees will start to use an electronic sign in/sign out system. A committee will identify and develop the electronic sign in/sign out system. The committee will consist of BOCES administration and United Staff Association membership. BOCES will have managerial rights to the final decision of such said system. It is expressly understood that the use of electronic sign-in or sign-out shall not form the basis for discipline of unit members pursuant to Education Law Section 3020-a, unless the individual has been previously counseled regarding the concerning behavior and given an opportunity for remediation; for probationary educators, sign-in and sign-out shall not form the basis for an unreasonable evaluative judgment, provided, the parties understand and agree that attendance and punctuality may be considered in determining whether or not to confer tenure or to continue the employment of a probationary employee. Any questions concerning the implementation of this provision shall be referred to labor-management.

SECTION XXVII - SNOW DAYS AND ADVERSE WEATHER CONDITIONS

When the District Superintendent, or his designee, cancels classes at a location due to adverse weather conditions, the employees assigned to that location shall not be requested to act as substitutes in other areas. Such absences shall not affect sick leave, personal leave, or regular pay.

SECTION XXVIII - GENERAL STAFF MEETINGS

A. Directors' General Staff Meetings - The director shall make every effort to hold staff meetings during regular working hours. The director is expected to keep the number of staff meetings held outside of regular working hours to a minimum. This provision refers to general staff meetings called by the director and does not apply to such meetings as case conferences, parent conferences, etc. Employees shall be given 24-hours' notice of general staff meetings called by the director to be held outside of regular working hours. No notice need be given of general staff meetings called by the director to be held during regular working hours. Where possible, agendas shall be furnished 24 hours prior to the meeting.

B. Number and Duration of Meetings - The total of Directors' General Staff Meetings and Supervisors' General Staff Meetings held outside of regular working hours shall not exceed 12 in any school year. In the event of exigent circumstances or emerging issues of a time sensitive nature up to 2 additional meetings each year may be scheduled. Such meetings shall begin as soon as feasible following dismissal of classes and shall terminate no later than 5:00 p.m. Logs of the date and time of meetings shall be kept. This shall be the responsibility of administration. The total of 12 meetings specified above shall include night and weekend obligations. Such night and weekend obligations shall be as per past practice, provided, however, that past practice may be changed for a building, department, or program by a departmental or program/building committee as defined by the Shared Decision-Making Agreement.

C. Supervisors' General Staff Meetings - Each supervisor shall make every effort to hold staff meetings during regular working hours. Supervisors are expected to keep the number of staff meetings held outside of regular working hours to a minimum. This provision refers to general staff meetings called by the supervisor and does not apply to such meetings as case conferences, parent conferences, etc. Employees shall be given 24-hours' notice of general staff meetings called by the supervisor to be held outside of regular working hours. No notice need be given of general staff meetings called by the supervisor to be held during regular working hours.

D. Meetings for Itinerant Teachers - Itinerant teachers who work in a number of local school buildings are to be informed by their program supervisor which staff meetings are mandatory.

E. Meetings for Teacher Aides and Bus Attendants – The total of Directors’ General Staff Meetings and Supervisors’ General Staff Meetings held outside of regular working hours shall not exceed 8 in any school year. In the event of exigent circumstances or emerging issues of a time sensitive nature up to 2 additional meetings each year may be scheduled. Such meetings shall begin as soon as feasible following dismissal of classes and shall terminate no later than 5:00 p.m. Logs of the date and time of meetings shall be kept. This shall be the responsibility of administration. The total of these 8 meetings shall include night and weekend obligations. Such night and weekend obligations shall be as per past practice, provided, however, that past practice may be changed for a building, department, or program by a departmental or program/building committee as defined by the Shared Decision-Making Agreement.

SECTION XXIX – NEW EMPLOYEE REQUIREMENTS

All new employees shall be required to attend a maximum of four after-school professional development activities during each of their first three years of employment. These activities may include, but are not limited to, orientation, workshops, and other relevant professional development activities.

SECTION XXX - RENEWAL OF EMPLOYMENT

Employees whose employment agreements will not be renewed or those whose employment will be in doubt shall be so notified no later than June 1st. If no notice is given by June 1st, the agreement shall be renewed.

Whenever a teaching assistant is promoted to a teaching position, he/she shall acknowledge that there has been a change in their tenure area of employment, but BOCES acknowledges that he/she has not resigned or forfeited his/her tenure area rights as a Teaching Assistant. In the event of a layoff from their teaching position, a teacher who was promoted from a teaching assistant position shall have bumping rights back into the teaching assistant tenure area as provided for under Section 3013 of the Education Law and Part 30-1 of the Regents Rules. Further, any teaching assistant who has been promoted to a teaching position and who upon layoff from their teaching position has insufficient seniority for bumping rights back into the teaching assistant tenure area, shall have bumping rights into a teacher aide position if he/she had previous service as a teacher aide greater than the least senior incumbent in a teacher aide position.

Notwithstanding the above, the right of a teacher to bump back into a teacher aide position shall exist for no more than three (3) years following their departure from service as a teacher aide. For a three (3) year period, a teacher aide who has been promoted to a position as a teaching assistant shall have bump back and recall rights into a teacher aide position in the event of a layoff as a teaching assistant, provided that there is a less senior incumbent in a teacher aide position at the time of layoff as a teaching assistant or a vacancy arises in a teacher aide position.

In the event of the abolition of the teacher aide position, full-time teacher aides shall be entitled to job retention based upon seniority measured from the first date of appointment to a permanent position with the BOCES. Accordingly, layoffs shall be conducted based upon the inverse order of seniority as a teacher aide. After layoff, the full-time teacher aide shall be subject to recall to a teacher aide vacancy for a period of four (4) years from the effective date of the layoff. This provision shall not apply to part-time teacher aide positions.

SECTION XXXI - ASSIGNMENT AND TRANSFER

A. The assignment and transfer of employees to positions in the various schools and departments of BOCES and in the schools of the component districts shall be made by the District Superintendent, or his designee.

B. Postings will be done in print and, for positions in the bargaining unit, by email to all unit members. All non-unit postings shall also be sent to the Association President. Failure to post an opening shall in no way prevent the Board from filling any positions. Employees who apply for open positions shall be fully considered for such positions.

C. A teacher who is informed that he or she will be involuntarily transferred or reassigned may request a meeting with the District Superintendent, or his designee, at which meeting the teacher will be given the reason for the transfer or reassignment. An Association representative may attend the meeting. If the meeting has been with the District Superintendent's designee and the teacher is not satisfied with the outcome of the meeting, he or she may appeal to the District Superintendent. An Association representative may attend the meeting with the District Superintendent. The final decision on the transfer or reassignment shall be made by the District Superintendent and shall not be subject to the grievance procedure except for a procedural violation of this Section.

D. With the exception of shared service teachers, tentative class and/or subject assignments, building assignments, and room assignments for the forthcoming school year shall be made prior to the closing of the school year. In those few cases where tentative assignments cannot be made or are in doubt, the teacher shall be so notified prior to the closing of the school year.

Teacher aides' team and/or building assignments for the forthcoming school year shall be made prior to the closing of the school year. In those few cases where tentative assignments cannot be made or are in doubt, the teacher aide shall be so notified prior to the closing of the school year.

E. There will be occasions when, because of school calendar differences, a teacher of a BOCES class in a regular school building cannot carry out his or her regular assignment. On such days, the teacher may not be required to serve as a substitute teacher or carry out other professional activities, unless the BOCES class is transferred to another building, in which case the teacher shall serve with his or her regular class in said building. Such teachers shall not be assigned a total number of days beyond the number contained in the calendar of the school district to which they are assigned.

SECTION XXXII - HEALTH INSURANCE

For persons who are hired into the bargaining unit on or after February 1, 1986, through August 31, 1990, the Board shall make the following contribution toward the cost of such insurance. If the employee works less than ten hours per week, no contribution; if the employee works ten hours but less than 17½ hours per week, 50% of the cost; if the employee works 17½ hours or more per week, same contribution as for full-time active employees.

For persons who are hired into the bargaining unit on or after September 1, 1990, the Board shall make the following contribution toward the cost of such insurance. If the employee works less than 17½ hours per week, the Board makes no contribution. If the employee works 17½ hours per week or more, the Board makes the same contribution as for full-time active employees.

Effective September 1, 1986, any certificated member of the bargaining unit who is employed part time and is later offered full-time employment shall lose all fringe benefits if he or she refuses such full-time work. A member of the bargaining unit who is receiving fringe benefits will not lose such benefits if

he or she is reduced in time involuntarily. However, if such person is subsequently offered an increase in time and refuses such increase, he or she shall lose all fringe benefits.

Active employees will contribute, effective July 1, 2021, as follows:

- A. Full-time employees paid on the certificated salary schedule (including OTs and PTs):
 - July 1, 2021 – June 30, 2022 – 17.00% of annual premium
 - July 1, 2022 – June 30, 2023 – 17.50% of annual premium
 - July 1, 2023 – June 30, 2024 – 18.25% of annual premium
- B. Full-time teaching assistants, school nurses, practical nurses, , lifeguards, and therapy assistants:
 - July 1, 2021 – June 30, 2022 – 14.00% of annual premium
 - July 1, 2022 – June 30, 2023 – 14.50% of annual premium
 - July 1, 2023 – June 30, 2024 – 15.25% of annual premium
- C. Full-time teacher aides and bus attendants:
 - July 1, 2021 – June 30, 2022 – 10.75% of annual premium
 - July 1, 2022 – June 30, 2023 – 11.25% of annual premium
 - July 1, 2023 – June 30, 2024 – 11.75% of annual premium

The Board shall provide such insurance through the Putnam/Northern Westchester Health Consortium Plan. If an employee desires an HMO, the employee shall pay the difference in cost, if any, between the HMO and the Putnam/Northern Westchester Health Benefits Consortium. In addition, the employee contribution shall be the same as above.

Members of the bargaining unit who are excessed will be covered for health insurance for 60 days beyond the date of termination of their services.

Health Insurance Opt Out

A member of the bargaining unit may opt out of health insurance coverage. A member who opts out shall receive annually 20% of the savings to the Board of either individual or family health insurance, whichever the member is eligible for. In order to qualify, a member must be active in the health insurance plan as of June 30, 2008.

A member of the bargaining unit who is not enrolled in the health insurance plan as of June 30, 2008, must enroll in the plan and remain active for five consecutive years before he or she is eligible to opt out and receive the stipend.

A member of the bargaining unit who is hired on or after July 1, 2008, may opt out of health insurance coverage. The member shall receive annually 20% of the savings to the Board of either individual or family health insurance, whichever the member is eligible for.

An employee may opt out of health insurance during open enrollment or as the result of a qualifying event as defined by the Putnam /Northern Westchester Health Benefits Consortium. The stipend will be paid in two installments, the last paycheck in January and the last paycheck in June. The stipend will be pro-rated for those employees who opt out during the course of the school year.

Retiree Health Insurance

The Board shall pay the full cost of health insurance to all members of the bargaining unit who

retired prior to July 1, 1996.

Members of the bargaining unit who retire into the NYS Teachers' Retirement System or the NYS Employees' Retirement System between July 1, 1996, and June 30, 2013, will be required to pay the dollar contribution that they were making just prior to their retirement. This contribution would remain constant throughout the retirement period.

For unit members employed as of June 30, 2013 who retire on or after July 1, 2013 vesting will be based upon a minimum vesting period of 10 years and for those hired on or after July 1, 2013 vesting will be based on a minimum of 15 years of continuous employment. In the event that a unit member is exceeded the provision of continuous employment is waived, as long as the employee returns to BOCES immediately upon being offered a position to return.

Members of the bargaining unit hired on or after July 1, 2013 who retire into the New York State Retirement System (Teachers' Retirement System or Employees' Retirement System) must vest 15 years of service to P/NW BOCES in order to receive Health Insurance in Retirement and will be required to pay the percentage contribution that they were making in their last year of active employment with BOCES throughout retirement.

Members of the bargaining unit hired prior to July 1, 2013 and with less than 25 years of service upon retirement, who retire into the New York State Retirement System (Teachers' Retirement System or Employees' Retirement System) on or after July 1, 2013 vest upon reaching 10 years of Service to P/NW BOCES and will pay the same percentage of Health Insurance as they did in their last year of active employment with BOCES. This percentage will remain constant throughout retirement, with the exception that the dollar amount that the employee pays throughout retirement shall not increase to more than one and a half times the dollar amount paid in the first year of retirement.

Members of the bargaining unit hired prior to July 1, 2013 and who have 25+ years of service upon retirement, who retire into the New York State Retirement System (Teachers' Retirement System or Employees' Retirement System) on or after July 1, 2013 vest upon reaching 10 years of Service to P/NW BOCES, and in the last year of employment, the percent contribution will be converted to a flat dollar amount that will remain constant in retirement.

Members of the bargaining unit hired on/after July 1, 2021 will be required to pay the percentage of contribution as follows:

A. Full-time employees paid on the certificated salary schedule (including OTs and PTs):

15 Years of Service – 28.00% of annual premium
20 Years of Service – 26.00% of annual premium
25 Years of Service – 24.00% of annual premium
30 Years of Service – 20.00% of annual premium

B. Full-time teaching assistants, school nurses, practical nurses, lifeguards, and therapy assistants:

15 Years of Service – 24.00% of annual premium
20 Years of Service – 22.00% of annual premium
25 Years of Service – 20.00% of annual premium
30 Years of Service – 16.00% of annual premium

C. Full-time teacher aides and bus attendants:

15 Years of Service – 20.00% of annual premium
20 Years of Service – 18.00% of annual premium
25 Years of Service – 16.00% of annual premium
30 Years of Service – 12.00% of annual premium

Flexible Benefit Plan

The Putnam/Northern Westchester BOCES will offer eligible employees a flexible benefit plan (Section 125) which is mutually agreed upon by the Board and United Staff Association (USA).

SECTION XXXIII – STORING RETIREE HEALTH INSURANCE CONTRIBUTION

The Board will explore the possibility of offering a mechanism for members to store money to be applied to the contribution for retiree health insurance once the member is retired.

SECTION XXXIV - WELFARE FUND

For each year of this agreement, the Board will make a contribution for each eligible member of the bargaining unit to the Welfare Fund of \$1,320.82 annually. The Welfare Fund was established by the Association for the purpose of providing various benefit programs to the members of the unit.

As an exception to the foregoing paragraph, for persons who are hired into the bargaining unit on or after February 1, 1986, and who work 15 hours or less a week, the Board will make only a 50 percent contribution to the Welfare Fund.

Payments by the Board to the Welfare Fund will be made over the ten months of the school year, that is, September to June.

The Association will provide an auditor's report of the Fund to the Board at the end of each fiscal year.

The Board agrees to make payroll deductions for unit members' contributions to the Welfare Fund

if they can be programmed into the computer and if there is space to show such deductions on paycheck stubs. Any such payroll deductions shall only be made at an employee's individual written request. If the Board makes such payroll deductions, it shall transmit the amounts so deducted to the Treasurer or other representative of the Welfare Fund and shall thereafter have no responsibility for the monies deducted.

SECTION XXXV – DEFERRED COMPENSATION PLAN [SECTION 457(b)]

The Putnam/Northern Westchester BOCES offers eligible employees a Deferred Compensation Plan [Section 457(b)].

SECTION XXXVI - TEACHER TRANSFER UNDER SECTION 3014-B OF THE EDUCATION LAW

The Board will pay for health insurance and make Welfare Fund contributions on behalf of teachers who are transferred to component districts under Section 3014-B of the Education Law for 60 days following the teacher's termination from the BOCES payroll unless the teacher is covered for such benefits during that time by the school district for which the teacher will be working.

SECTION XXXVII - SICK LEAVE

A. Paid sick leave shall be extended to all full-time salaried employees on the basis of 1½ days per employment month. At the beginning of each school year, ten-month employees will be credited with 15 days and 12-month employees with 18 days. Unused sick leave may be accumulated to a total of 260 working days. Sick leave shall be prorated for part-time salaried employees.

Sick days shall only be granted in quarter days (.25, .5, .75 or 1). Any fraction of a day earned shall be rounded up to the nearest quarter-day. For example, a part-time member working three-quarters (.75) of a day will be entitled to one-quarter (.25) sick day.

An employee may use up to five days per year of his or her sick leave for serious illness in the immediate family which requires the employee's presence. For this purpose, "immediate family" means spouse, child, parents or others living in the employee's home.

B. Full-time employees absent three or more consecutive days may be required upon return to work to submit a physician's statement to the District Superintendent, or his designee, indicating the nature of the illness and fitness of the individual to return to work.

C. A sick leave bank shall be established for the use of employees paid on the certificated salary schedule who have used up their accumulated sick leave as a result of serious, long-term illness or who need the benefit of the bank because of the advent of a serious, long-term illness. Such employees may withdraw days from the bank as needed but only until they are eligible to apply for disability insurance benefits. If the employee was eligible to apply for disability insurance and failed to apply, he or she may only use the sick bank until such time as he or she would have been eligible for disability benefits if he or she had applied. Withdrawals from the bank may not exceed the number of days on deposit in the bank through contributions. The Executive Director of Human Resources shall regularly inform the Association of withdrawals from the bank. The Association may request a medical certificate from any employee making a withdrawal. If, in the opinion of the Association and the Executive Director of Human Resources, there has been abuse of the bank by any employee, such employee may be denied the privilege of using the bank. If the Association and the Executive Director of Human Resources do not agree on the question of abuse, then the employee may use the bank. Contributions to the bank may be made by any employee desiring to contribute one or more days of his or her accumulation. Such contributions shall be made on a form to be provided by the Board. Contributions are not mandatory but once made may not be withdrawn, except in

the event that a contributor subsequently exhausts his or her own accumulated sick leave.

D. A sick leave bank shall be established for the use of all other salaried employees who have used up their accumulated sick leave as a result of serious, long-term illness or who need the benefit of the bank because of the advent of a serious, long-term illness. The sick leave bank form and procedures relating thereto shall be the same as that of the sick leave bank for teachers set forth in Section C above.

E. No one eligible for either sick leave bank may use such bank more than once for the same illness or injury. To determine if it is the same illness or injury, on the second application to the bank, either the Board or the Association may ask that a determination be made by an outside physician, who would be entitled to get the records of the first illness or injury in order to make his or her decision. The Board will pay for the outside physician’s charge.

SECTION XXXVIII - PROCEDURES REGARDING HEPATITIS, TUBERCULOSIS AND ON-THE-JOB INJURY

Whenever a student is known by the administration to be identified as a carrier of hepatitis B or tuberculosis, the teacher, aide, and others who work directly with the student shall be so informed prior to the child entering the program in accordance with the Family Education Rights and Privacy Act Regulations (FERPA).

The Board will provide, at its expense, an examination and blood test or other needed tests by the school physician to such employees who have been identified as working with such student.

If an employee contracts hepatitis B or tuberculosis or is injured on the job and his or her illness or injury is determined by the Workers’ Compensation Board to be job-related, no deduction from his or her sick leave shall be made for days absent on doctor’s orders, except for the first five days (in the event of injury only) and, in addition, a pro rata deduction of sick leave will be made to the extent the Board pays the employee over and above what Workers’ Compensation pays. (e.g., if the Board pays an employee 2/5ths of a day’s pay, then 2/5ths of a sick day will be deducted from the employee’s accumulation). Sick days that were part of the pro-rata deduction and restoration may not again be used for any future absences attributable to the same disability or to any disability causally related to the on- the-job injury out of which the initial award arose.

While an employee is out on Workers’ Compensation, the employee’s accumulation of sick days may not exceed contractual or Board policy accrual limitations. No additional sick days will be accrued after an employee is out on Workers’ Compensation for a period of one year.

In an unusual circumstance, the District Superintendent or his designee may at his discretion waive the limitations as stated above regarding the use of sick days.

SECTION XXXIX - REIMBURSEMENT FOR DAMAGE OR DESTRUCTION OF CLOTHING OR PERSONAL PROPERTY

The Board shall reimburse a teacher in an amount up to \$140 per incident for the repair or replacement of clothing or personal property, such as glasses, which are normally worn or brought into school, if such item is damaged or destroyed in the course of the teacher’s performance of his or her duties. If the employee receives reimbursement from an insurance company, the Board will only be responsible for reimbursement to the extent of the teacher’s unreimbursed loss, if any, up to \$140. Damage to automobiles is excluded from the benefits provided by this Section of the Agreement.

SECTION XL - RETIREMENT ALLOWANCE

A. Eligibility - A salaried member of the bargaining unit who has been in the employ of the Board for 10 or more years who submits to the District Superintendent, in writing, at least 90 days' an irrevocable notice of intention to retire under the New York State Teachers' or Employees' Retirement System shall be eligible to receive a retirement allowance. The District Superintendent reserves the right to waive the 90 day notice.

A member of the bargaining unit who has been in the employ of the Board for 10 or more years who is excessed shall also be eligible to receive a retirement allowance. Such employee shall be paid his or her retirement allowance by December 31st of the calendar year in which he or she is excessed unless he or she is recalled prior to that date.

B. Amount - The retirement allowance shall be in the amount of one day's pay for every four days of accumulated unused sick leave (up to 260 days) to the employee's credit at the end of his or her final year of employment. A day's pay for this purpose shall be 1/200ths of the employee's regular salary in his or her last year of employment, excluding any longevity pay. The allowance shall be paid at the end of the employee's final year of employment.

A day's pay for unit members hired on or after 7/1/2021 and have a minimum of 50 accumulated sick days shall be \$495/day or 1/200, whichever is less for all accumulated days up to 260; provided, however, that the days between 1 and 165 shall not be compensable for those unit members who are afforded the benefits of retirement and social security law section 41j.

C. Contribution to 403(b) – An employee's retirement allowance will be deposited into a 403(b) account in accordance with the stipulations set forth in the Memorandum of Agreement – Employer Non-elective Contribution of Retirement Allowance to 403(b) Account between the Union and the Board (Appendix E).

D. Section 41J of New York State & Local Retirement Systems - Application of unused sick leave as additional service credit - This applies to unused sick time accumulated up to 165 days (apart from the allowed days used to determine the paid retirement allowance) which will be applied as additional service credit on a calendar day basis. An illustration of how this contribution is calculated is as follows:

41J Credit= Total Number of Sick days up to 260 days – Retirement Allowance (RA)
(Up to 165 days can be applied as additional service credit)

SECTION XLI - CHILD CARE LEAVE

A. A child care leave without pay or increment shall be granted to salaried members of the bargaining unit. Such leave shall be for one year but may be renewed for one additional year upon application by the member of the unit at least 90 days prior to the expiration of the first year.

B. A salaried member of the unit seeking child care leave shall notify the District Superintendent at least 60 days before the leave is to commence. Under extraordinary circumstances, the notification period may be reduced. The notice shall indicate the anticipated commencement and termination of the leave. Such leave shall normally terminate at the end of a semester.

C. In the event that both husband and wife are employed by the Board only one of them may be on child care leave at any one time. In addition, such leave is limited to two years per child per family.

D. Child care leave may commence prior to the birth or adoption (actual custody) of a child. No such leave will be granted after the child reaches age 5 or enters kindergarten, whichever occurs sooner.

E. Prior to the expiration of the leave, the salaried member of the unit may request early return

to duty which request may be granted at the sole discretion of the Board. The Board shall not, however, deny a request to return to duty beyond the September 1st immediately following the time of the request, provided that such request is made prior to May 1st nor beyond the February 1st immediately following the time of the request provided that such request is made prior to October 1st.

F. Time spent on child care leave shall not be credited toward seniority or as a part of the probationary period of a non-tenured teacher or teaching assistant.

SECTION XLII - SUMMER SCHOOL

The following are the terms and conditions of employment for members of the bargaining unit who work during the summer session when such summer session is held.

A. Salaries for members of the bargaining unit:

Certificated Professional
Step 12 or higher – Daily rate of BA Step 11 on Certificated Salary Schedule
Less than Step 12 – Daily rate of BA Step 6 on Certificated Salary Schedule

Teacher Aide and Bus Driver
Step 5 or higher – Daily rate of Step 4 on Teacher Aide Salary Schedule
Less than Step 5 – Daily rate of Step 3 on Teacher Aide Salary Schedule

Teaching Assistant and Adaptive Equipment Specialist
Step 5 or higher – Daily rate of Step 4 on Teaching Assistant Salary Schedule
Less than Step 5 – Daily rate of Step 3 on Teaching Assistant Salary Schedule

School Nurse
Step 5 or higher – Daily rate of Step 4 on School Nurse Salary Schedule
Less than Step 5 – Daily rate of Step 3 on School Nurse Salary Schedule

LPN/WSI
Step 5 or higher – Daily rate of Step 4 on Practical Nurse /Recreation Specialist Salary Schedule
Less than Step 5 – Daily rate of Step 3 on Practical Nurse/Recreation Specialist Salary Schedule

B. Persons employed by BOCES for a summer session who are not regular BOCES employees will be hired at a rate set by the BOCES administration. The rate established by the BOCES administration cannot exceed the rate of BOCES employees in similar roles. Persons employed by BOCES for a summer session who are not regular BOCES employees and are not members of the bargaining unit are not covered by this Agreement.

E. The following Sections of this Agreement will apply during the summer session to members of the bargaining unit, that is, regular BOCES employees: I, II, III, IV, V, VI, XV, XXXIX, XL, and XLIV.

If a regular BOCES employee is evaluated, the evaluation will be kept separate from his or her regular file.

The workday in the summer session shall be six hours. Regular BOCES employees who have worked during a summer session or who have had experience with the type of special education program being operated during the summer session may be required to attend up to three meetings in connection with the summer session. All other persons employed during a summer session may be required to attend up to four meetings in connection with the summer session.

A regular BOCES employee may use one day of his or her accumulated sick leave during the summer session. If a regular BOCES employee has a death in his or her immediate family, he or she

will be allowed one paid day of bereavement leave.

F. Preference in employing classroom teachers for a summer session will be given to classroom teachers who are already teaching children in the particular class. After such teachers are hired, regular BOCES teachers will be considered prior to outside recruitment.

G. All applications for summer school employment by BOCES employees must be received by February 1st. Recruitment of non-BOCES employees will commence on February 1st.

SECTION XLIII - GRIEVANCE PROCEDURE

In order to establish a more harmonious and cooperative relationship between staff, administrators, and members of the Board, which will enhance the educational program of the Board, it is hereby declared to be the purposes of these procedures to provide a means for orderly settlement of differences, promptly and fairly, as they arise and to assure equitable and proper treatment of staff members pursuant to established rules, regulations and policies of the Board.

Definitions

1. Certificated Staff shall mean employees whose positions require certification by the State Education Department.
2. Classified Staff shall mean employees whose positions do not require certification by the State Education Department.
3. Administrator shall mean any person responsible for or exercising any degree of supervision or authority over another individual.
 - a. District Superintendent. (Self-explanatory)
 - b. Assistant Superintendent (Self-explanatory)
 - c. Immediate Supervisor shall mean the administrator to whom the staff member is directly responsible.
 - d. Director shall mean the program administrator, i.e., Director of Special Education, Director of Career and Technical Education, etc.
4. Representative shall mean the person or persons designated by the aggrieved individual as his or her counsel or to act in his or her behalf.
5. Grievant shall mean any person in the negotiating unit filing a grievance or the Association.
6. Grievance shall be any alleged misinterpretation, misapplication, violation, or application of the rules, customs, or working arrangements of the BOCES.

An arbitrable grievance is an alleged misapplication, misinterpretation, or violation of this Agreement or of those written Board policies concerning wages, hours, or conditions of work.
7. Working days shall mean all days according to the BOCES certificated calendar.

Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is

encouraged.

2. A grievant shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination, or reprisal.
3. A grievant shall have the right to be represented at any stage of the procedures by a person or persons of his or her own choice. The grievant shall have the right to be accompanied at any stage of the procedure by a member of the United Staff Association. The Association, nevertheless, has the right to be present at all proceedings.
4. An administrator shall have the right to be represented or accompanied at any stage of the procedure by a person or persons so designated by the District Superintendent.
5. All hearings shall be confidential. Since these procedures deal with individual personalities, it shall be the duty of all parties concerned to conduct hearings in executive session, prevent the disclosure of testimony and written records to other staff members, prevent public discussion of information pertaining to any individual, and maintain at all times the professional ethics and dignity of members of the staff and the Board.
6. Failure to bring a grievance to Stage 1 within 20 days or failure to proceed to the next step within the prescribed time limits shall be deemed a waiver of the grievance, and the grievance shall abate.
7. This procedure shall be the sole remedy for any grievance arising hereunder.
8. A hearing need not proceed at any step of the procedure if the grievant is not present.
9. All documents, communications, and records dealing with the grievance will be filed separately from the personnel files of the participants.
10. The parties agree to make available to each other all records or documents that are relevant to the grievance.

Stage 1 - Administrative Level

A. Filing the Grievance - After attempting to resolve the grievance informally with his or her immediate supervisor or other administrator, the grievant shall, within 20 working days of the act causing the grievance, submit a written statement of his or her grievance to the Superintendent or designee.

The written statement of grievance shall include the following information:

1. The name and position of the aggrieved party.
2. The identity of the provision of this Agreement, policy, rule, or regulation on which the grievance is based.
3. A statement of the facts of the grievance, including the date when the grievance arose and the events or conditions which constitute the grievance.
4. The identity of the party alleged to have caused the grievance.
5. A general statement of the nature of the grievance.
6. A general statement of the redress sought by the aggrieved party.
7. The administrator with whom the grievant attempted to resolve the grievance informally.
8. The signature of the aggrieved party.

After receipt of the grievance, the Superintendent or designee shall inform the grievant and the Association at what administrative level the grievance will be heard. This choice shall be at the option of the Assistant Superintendent for Administration.

B. Determination at the Administrative Level - The administrator who has been selected to hear the grievance shall notify all parties concerned in the case of the time and place when a hearing will be held where such parties may appear and present oral and written statements supplementing their position in the case.

The administrator shall render his or her determination in writing within 15 working days after receipt of the grievance by the Superintendent or designee.

If the grievance is not satisfactorily resolved at this stage, the grievant may proceed to Stage 2 or, with the consent of the Association, the grievance may be taken directly to Stage 3, except that if the Board requests that the matter be heard at Stage 2, then it must be so heard.

The grievant or the Association must inform the Assistant Superintendent for Administration in writing within five working days of receipt of the decision at Stage 1 if the grievant wishes to proceed to Stage 2. The Association must inform the Superintendent or designee in writing within five working days of receipt of the decision at Stage 1 if the Association wishes to proceed directly to Stage 3. The Superintendent or designee must notify the grievant and/or the Association in writing within seven working days of receipt of this notice whether or not the Board desires to hear the grievance (assuming the grievant has not so requested).

Stage 2 - Board Level

Assuming either party has requested that the grievance be heard at the Board level, the Board will hold a hearing and then render its decision in writing within 20 days of the date the Superintendent or designee received the request to proceed to the Board stage or arbitration. The decision of the Board shall be final and binding in any grievance not defined as an arbitrable grievance.

Stage 3 - Arbitration

A. If the Association is not satisfied with the decision at Stage 2, assuming either party has requested Stage 2, the dispute, if arbitrable as defined in preceding number 6 under "definition," may be submitted to arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such submission to arbitration must be made within 15 working days following the receipt of the final decision of the Board or, if neither party has requested Stage 2, within 15 working days of receipt of the notice from the Superintendent or designee that the Board does not desire to hear the grievance.

B. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violate the terms of this Agreement nor any power to order the reinstatement of any dismissed probationary teacher or any teacher denied permanent appointment or damages in lieu thereof.

D. The decision of the arbitrator shall be final and binding upon all parties.

E. The costs for the services of the arbitrator shall be borne one-half by the Board and one-half by the Association.

SECTION XLIV - SCOPE AND DURATION OF AGREEMENT

This Agreement shall constitute the sole and binding agreement between the parties and shall not be altered, added to, deleted from, or modified except through the voluntary, mutual consent of both parties by written and signed negotiated amendment to this Agreement. The Association agrees that all

negotiable items have been discussed during the negotiations leading to this Agreement and agrees that negotiations shall not be reopened on any item, whether contained in this Agreement or not, for the life of this Agreement.

This Agreement shall become effective as of July 1, 2021, except as otherwise provided herein, and shall remain in full force and effect from such date and from year to year thereafter except and until amended by mutual consent of both parties as provided herein.

In the event either party wishes to amend or add to the Agreement for an amended agreement to become effective July 1, 2024, proposals shall be submitted by January 31, 2024. Negotiations on such amendments or additions shall start by February 15, 2024.

THIS AGREEMENT BETWEEN THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES, SOLE SUPERVISORY DISTRICT OF PUTNAM AND WESTCHESTER COUNTIES, AND THE UNITED STAFF ASSOCIATION HAS BEEN RATIFIED BY THE .RESPECTIVE PARTIES AND SUCH RATIFICATION IS ATTESTED BY THE SIGNATURES APPEARING BELOW.

Dated: September 1, 2021

**BOARD OF COOPERATIVE EDUCATIONAL
SERVICES SOLE SUPERVISORY DISTRICT
OF PUTNAM AND WESTCHESTER COUNTIES**

UNITED STAFF ASSOCIATION

Conversion of Steps for Appendix A, B & C

APPENDIX A		APPENDIX B		APPENDIX C			
CERTIFICATED		TEACHER AIDE, TEACHING ASSISTANT		SCHOOL NURSE		LIFEGUARD, THERAPY ASSISTANT, PRACTICAL NURSE	
2020-2021	2021-2022	2020-2021	2021-2022	2020-2021	2021-2022	2020-2021	2021-2022
Step		Step		Step		Step	
1	1	1	1	1	1	1	1
1B	2	2	2	2	2	2	2
2	3	3	3	3	3	3	3
2B	4	4	4	4	4	4	4
2C	5	5	5	5	5	5	5
2D	6	6	6	6	6	6	6
3	7	7	7	7	7	7	7
3B	8	8	8	8	8	8	8
4	9	9	9	9	9	9	9
5	10	10	10	10	10	9	9
6	11			11	11		
7	12			12	12		
8	13			13	13		
9	14			14	14		
10	15			15	15		
11	16						
12	17						
13	18						
14	19						
15	20						

**Removed Step 1 from Appendix A, B & C in the July 1, 2017- June 30, 2021 contract*
**Added Step to Appendix A, B & C with a 1.5% increase in year 1 of the July 1, 2021-June 30, 2024 contract*

APPENDIX A
CERTIFICATED SALARY SCHEDULE

Step	2021-2022				2022-2023				2023-2024			
	BA	BA30	BA60	BA90	BA	BA30	BA60	BA90	BA	BA30	BA60	BA90
1	\$ 56,151	\$ 62,141	\$ 67,746	\$ 73,138	\$ 56,853	\$ 62,918	\$ 68,593	\$ 74,052	\$ 57,706	\$ 63,862	\$ 69,621	\$ 75,163
2	\$ 57,428	\$ 63,925	\$ 69,664	\$ 75,357	\$ 58,145	\$ 64,724	\$ 70,535	\$ 76,299	\$ 59,018	\$ 65,695	\$ 71,593	\$ 77,444
3	\$ 59,220	\$ 65,810	\$ 71,784	\$ 77,451	\$ 59,961	\$ 66,632	\$ 72,681	\$ 78,419	\$ 60,860	\$ 67,632	\$ 73,771	\$ 79,595
4	\$ 61,013	\$ 67,693	\$ 73,902	\$ 79,545	\$ 61,776	\$ 68,539	\$ 74,825	\$ 80,539	\$ 62,702	\$ 69,567	\$ 75,948	\$ 81,747
5	\$ 62,781	\$ 69,530	\$ 75,829	\$ 81,565	\$ 63,565	\$ 70,400	\$ 76,777	\$ 82,584	\$ 64,519	\$ 71,456	\$ 77,928	\$ 83,823
6	\$ 64,599	\$ 71,462	\$ 78,141	\$ 83,733	\$ 65,406	\$ 72,355	\$ 79,117	\$ 84,780	\$ 66,387	\$ 73,440	\$ 80,304	\$ 86,051
7	\$ 66,291	\$ 73,160	\$ 79,490	\$ 85,533	\$ 67,120	\$ 74,075	\$ 80,484	\$ 86,602	\$ 68,127	\$ 75,186	\$ 81,691	\$ 87,901
8	\$ 67,984	\$ 74,860	\$ 80,840	\$ 87,333	\$ 68,834	\$ 75,796	\$ 81,851	\$ 88,424	\$ 69,866	\$ 76,933	\$ 83,079	\$ 89,751
9	\$ 70,689	\$ 77,615	\$ 84,223	\$ 90,937	\$ 71,573	\$ 78,586	\$ 85,276	\$ 92,074	\$ 72,646	\$ 79,764	\$ 86,555	\$ 93,455
10	\$ 74,299	\$ 81,252	\$ 87,538	\$ 94,249	\$ 75,227	\$ 82,268	\$ 88,632	\$ 95,427	\$ 76,356	\$ 83,502	\$ 89,961	\$ 96,859
11	\$ 77,172	\$ 84,815	\$ 91,440	\$ 98,139	\$ 78,137	\$ 85,875	\$ 92,583	\$ 99,365	\$ 79,309	\$ 87,163	\$ 93,972	\$ 100,856
12	\$ 80,695	\$ 88,371	\$ 95,325	\$ 102,016	\$ 81,704	\$ 89,476	\$ 96,516	\$ 103,291	\$ 82,929	\$ 90,818	\$ 97,964	\$ 104,841
13	\$ 84,218	\$ 91,266	\$ 99,221	\$ 105,894	\$ 85,271	\$ 92,406	\$ 100,462	\$ 107,218	\$ 86,550	\$ 93,793	\$ 101,969	\$ 108,826
14	\$ 86,619	\$ 94,528	\$ 102,212	\$ 109,495	\$ 87,701	\$ 95,710	\$ 103,490	\$ 110,864	\$ 89,017	\$ 97,145	\$ 105,042	\$ 112,527
15	\$ 89,760	\$ 97,209	\$ 105,941	\$ 114,176	\$ 90,882	\$ 98,425	\$ 107,265	\$ 115,604	\$ 92,245	\$ 99,901	\$ 108,874	\$ 117,338
16	\$ 92,153	\$ 100,472	\$ 109,587	\$ 118,071	\$ 93,305	\$ 101,728	\$ 110,957	\$ 119,547	\$ 94,705	\$ 103,254	\$ 112,621	\$ 121,340
17	\$ 95,215	\$ 103,072	\$ 113,234	\$ 122,324	\$ 96,405	\$ 104,360	\$ 114,650	\$ 123,853	\$ 97,851	\$ 105,925	\$ 116,369	\$ 125,711
18	\$ 97,620	\$ 106,333	\$ 116,217	\$ 126,569	\$ 98,840	\$ 107,662	\$ 117,669	\$ 128,151	\$ 100,322	\$ 109,277	\$ 119,434	\$ 130,074
19	\$ 98,595	\$ 108,934	\$ 119,869	\$ 130,830	\$ 99,828	\$ 110,295	\$ 121,367	\$ 132,466	\$ 101,325	\$ 111,950	\$ 123,188	\$ 134,453
20	\$ 99,083	\$ 109,473	\$ 120,462	\$ 131,478	\$ 100,322	\$ 110,841	\$ 121,968	\$ 133,122	\$ 101,827	\$ 112,504	\$ 123,798	\$ 135,118

- A. \$375 will be added to the schedule for holders of a MA degree
 - B. \$500 will be added to column BA+90 for a holder of a doctorate degree (this is not in addition to the \$375 for the MA degree).
 - C. \$100 will be added to the schedule for the teacher on tenure. This provision shall not apply to teachers employed by the Board on or after July 1, 1982
 - D. \$1,000 will be added to the BA column for holders of a Doctorate in their field.
 - E. Teachers entering the program with a degree will proceed across the schedule at the rate of **\$80** per approved graduate credit earned beyond the BA and BA+30 columns. They may also proceed at the same rate beyond the BA+60 column if they possess an appropriate permanent or professional certificate. Payment for credits will not exceed BA+90. Proof of new pre-approved credits need to be provided to the Director of Human Resources by October 1st. Payments for these credits will begin the 1st of September the following school year. Approved credits earned prior to July 1, 2021, will be paid for at a rate of \$40 per credit. Approved credits earned prior to July 1, 1982, will be paid for at the rate of **\$32** per approved credit.
- Effective July 1, 2023, Occupational and Physical Therapists can earn graduate credit at a rate of \$80 per approved graduate credit for approved courses taken after July 1, 2023. Proof of new pre-approved credits need to be provided to the Executive Director of Human Resources by October 1st. Payments for these credits will begin the 1st of September the following school year.
- F. Part-time personnel and shared and itinerant teachers shall receive “annual” experience (step increments) when their accumulated part-time experience equals one full year (E.g., a person working half time for two years will be eligible for one step of salary increment). Salary changes due to experience increments will be made February 1 and September 1. Any unused accumulated experience will be credited to the following year’s experience.
 - G. Career and technical education teachers hired on or before June 30, 2021 and entering the program with less than ten college credits will be placed on the BA salary schedule. These teachers will remain on the BA

salary schedule until they provide official evidence of satisfactory completion of ten credits toward their certification requirements. After the evidence is received, they will be compensated for these ten credits at the rate of \$40 per credit. Starting with credit 11, they will proceed across the salary schedule until a total of 32 credits (including the first 10) are accumulated. No further lateral movement on this schedule will occur until the provisional or initial certificate is granted. Upon receipt of the provisional or initial certificate, the career and technical education teacher will again receive increases of \$40 per credit through the total accumulation of 62 credits, but no one shall exceed that unless he or she holds the permanent or professional certificate.

Thereafter, career and technical education teachers may continue to receive increases of \$40 per approved credit up to and including a total accumulation of 72 credits. Beyond that point, the teachers shall receive no further increases for credits until they have received the BA degree and at that time they would be placed on the BA+75 (BA+60+15 credits) salary schedule. Thereafter, the teachers, upon receipt of the appropriate MA degree, would be placed on the BA+90 salary schedule. Approved credits earned prior to July 1, 1982, will be paid for at the rate of \$32 per approved credit.

H. Effective July 1, 2021, Career and technical education teachers entering the program with less than ten college credits will be placed on the BA salary schedule. These teachers will remain on the BA salary schedule until they provide official evidence of satisfactory completion of ten credits toward their certification requirements. After the evidence is received, they will be compensated for these ten credits at the rate of \$40 per credit. Starting with credit 11, they will be placed on the BA+30 salary schedule. Upon completing a total of 32 credits (including the first 10), they will move one step in addition to the annual step on the BA+30 salary schedule. No further movement on this schedule will occur until the provisional or initial certificate is granted. Upon receipt of the provisional or initial certificate, the career and technical education teacher will again receive increases of \$40 per credit through the total accumulation of 60 credits, but no one shall exceed that unless he or she holds the permanent or professional certificate.

Thereafter, career and technical education teachers may continue to receive increases of \$40 per approved credit up to and including a total accumulation of 72 credits. Beyond that point, the teachers shall receive no further increases for credits until they have received the BA degree and at that time they would be placed on the BA+60 salary schedule. Thereafter, the teachers, upon receipt 45 graduate credits, would be placed on the BA+90 salary schedule. Approved credits earned prior to July 1, 1982, will be paid for at the rate of \$32 per approved credit. Approved graduate credits earned prior to July 1, 2021, will be paid for at a rate of \$40 per credit. Approved graduate credits earned on or after July 1, 2021, will be paid for at the rate of \$80 per approved credit.

I. Effective July 1, 1982, when teachers are hired, they shall be placed on the certificated salary schedule in accordance with degrees held and graduate credits earned, except that no salary credit shall be allowed for courses specifically designated as administrative or for courses which are outside the area or sphere of the teaching assignment of the new teacher. The Superintendent or designee shall inform the President of the Association of newly hired teachers and their placement on the salary schedule, including credit given for degrees and graduate credits, within 30 days of the new teacher's commencement of service. In the event credit has not been granted for a new teacher's graduate course or courses, a committee of two Association representatives and two administration representatives shall be formed for the purpose of reviewing any disapproved courses where the Association has a question about the disapproval. The Association must request the formation of such a committee within 60 days of the new teacher's commencement of service. In the event of a tie vote on the committee, the dispute may be grieved.

J. Coursework, including on-line coursework shall be subject to the prior approval of the BOCES Superintendent or his/her designee. On-line courses from accredited institutions shall be subject to the same guidelines and payment requirements as face-to-face courses.

On-line graduate courses may be considered for column movement beyond the BA column when such

courses are approved in advance and completed subject to the following terms and conditions:

- i. The on-line graduate credit must be offered by an accredited New York college or university whose distance education program has been approved by the New York State Education Department, or by a college or university that is accredited by a national certification agency such as Middle States; and
- ii. The on-line course must be a course that is otherwise eligible for graduate credit in a graduate program at the university or college through which such on-line course is offered. A maximum of twelve (12) on-line credits may be considered if the graduate credit is accepted as an elective credit in a graduate program at the university or college.

Effective July 1, 2021, the PNW BOCES will allow graduate credit for purposes of advancement on the salary schedule for administrative courses. The maximum allowed for such purposes will be 30 graduate credit hours.

APPENDIX B
TEACHER AIDE, TEACHING ASSISTANT SALARY SCHEDULE

Step	Teacher Aide Hired prior to 07/01/2013			Teacher Aide Hired on or after 07/01/2013			Teaching Assistant		
	2021-2022	2022-2023	2023-2024	2021-2022	2022-2023	2023-2024	2021-2022	2022-2023	2023-2024
1	\$ 29,647	\$ 30,017	\$ 30,467	\$ 26,682	\$ 27,016	\$ 27,421	\$ 33,403	\$ 33,820	\$ 34,328
2	\$ 30,957	\$ 31,343	\$ 31,814	\$ 27,861	\$ 28,209	\$ 28,632	\$ 34,769	\$ 35,204	\$ 35,732
3	\$ 32,617	\$ 33,025	\$ 33,520	\$ 29,356	\$ 29,723	\$ 30,168	\$ 36,498	\$ 36,955	\$ 37,509
4	\$ 33,927	\$ 34,351	\$ 34,866	\$ 30,534	\$ 30,916	\$ 31,380	\$ 37,864	\$ 38,337	\$ 38,912
5	\$ 35,880	\$ 36,329	\$ 36,874	\$ 32,293	\$ 32,696	\$ 33,187	\$ 39,901	\$ 40,400	\$ 41,006
6	\$ 37,856	\$ 38,329	\$ 38,904	\$ 34,070	\$ 34,496	\$ 35,014	\$ 41,964	\$ 42,489	\$ 43,126
7	\$ 39,483	\$ 39,976	\$ 40,576	\$ 35,535	\$ 35,979	\$ 36,519	\$ 43,660	\$ 44,206	\$ 44,869
8	\$ 41,461	\$ 41,979	\$ 42,608	\$ 37,314	\$ 37,781	\$ 38,348	\$ 45,718	\$ 46,289	\$ 46,983
9	\$ 42,083	\$ 42,609	\$ 43,248	\$ 37,874	\$ 38,347	\$ 38,923	\$ 47,808	\$ 48,406	\$ 49,132
10	\$ 42,291	\$ 42,820	\$ 43,462	\$ 38,061	\$ 38,537	\$ 39,115	\$ 48,045	\$ 48,646	\$ 49,375

- A. Effective July 1, 2021, Teaching Assistants may receive increases of \$80 per approved credit up to and including a total accumulation of 20 credits. These courses may be taken to satisfy certification requirements or for professional development.
- B. Proof of new pre-approved credits need to be provided to the Director of Human Resources by October 1st. Payments for these credits will begin the 1st of September the following school year.
- C. No salary credit will be given for coursework completed prior to employment.
- D. A teacher aide who is subsequently hired as a teacher assistant is placed in the appropriate teacher assistant column at the step closest to their current salary which is not a reduction in salary.

APPENDIX C
SCHOOL NURSE, RECREATION SPECIALIST, LIFEGUARD

Step	School Nurse			Lifeguard, Therapy Assistant, Practical Nurse		
	2021-2022	2022-2023	2023-2024	2021-2022	2022-2023	2023-2024
1	\$ 55,287	\$ 55,978	\$ 56,818	\$ 37,247	\$ 37,712	\$ 38,278
2	\$ 57,421	\$ 58,138	\$ 59,010	\$ 39,103	\$ 39,592	\$ 40,186
3	\$ 60,250	\$ 61,003	\$ 61,918	\$ 40,625	\$ 41,133	\$ 41,750
4	\$ 62,397	\$ 63,177	\$ 64,124	\$ 42,474	\$ 43,004	\$ 43,650
5	\$ 64,532	\$ 65,339	\$ 66,319	\$ 43,998	\$ 44,548	\$ 45,216
6	\$ 67,376	\$ 68,218	\$ 69,242	\$ 45,681	\$ 46,252	\$ 46,946
7	\$ 69,507	\$ 70,376	\$ 71,432	\$ 47,205	\$ 47,795	\$ 48,512
8	\$ 72,689	\$ 73,597	\$ 74,701	\$ 48,724	\$ 49,333	\$ 50,073
9	\$ 74,834	\$ 75,769	\$ 76,906	\$ 48,966	\$ 49,578	\$ 50,321
10	\$ 76,973	\$ 77,935	\$ 79,104			
11	\$ 80,289	\$ 81,293	\$ 82,512			
12	\$ 81,894	\$ 82,918	\$ 84,161			
13	\$ 83,532	\$ 84,576	\$ 85,845			
14	\$ 85,204	\$ 86,269	\$ 87,563			
15	\$ 85,625	\$ 86,696	\$ 87,996			

**APPENDIX D- MEMORANDUM OF AGREEMENT (HEREAFTER “MOA”) EMPLOYER
NON-ELECTIVE CONTRIBUTION OF RETIREMENT ALLOWANCE TO 403(b)**

THIS AGREEMENT, entered into as of the 24th day of June, 2003, by and between the Board of Cooperative Educational Services Sole Supervisory District of Putnam and Westchester Counties (“Employer”) and the United Staff Association (the Association”), does hereby amend the terms of the existing collective bargaining agreement (“CBA”) that governs the employment relationship between Employer and the Association, as follows:

Effective June 25, 2003, the Employer and Association agree to the following:

MANDATORY CLAUSES

1. No Cash Option No employee may receive cash in lieu of or as an alternative to any of the Employer’s Non-elective Contribution(s) described herein.
2. Contribution Limitations In any applicable year, the maximum Employer Contribution shall not cause an employee’s 403(b) account to exceed the applicable contribution limit under Section 415(c)(1) of the Code, as adjusted for cost-of-living increases. For Employer Non-elective Contributions made post-employment to former employees’ 403(b) account, the Contribution Limit shall be based on the employee’s compensation, as determined under Section 403(b)(3) of the Code and in any event, no Employer Non-elective Contribution shall be made on behalf of such former employee after the fifth taxable year following the taxable year in which that employee terminated employment.

In the event that the calculation of the Employer Non-elective Contribution referenced in any of the preceding paragraphs exceed the applicable Contribution Limits, the excess amount shall be handled by the Employer as follows:

- A. For all members in the New York State Teachers’ Retirement System (“TRS”) with a membership date before June 17, 1971¹, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code* and then pay any excess amount as compensation directly to the Employee. In no instance shall the Employee have any rights to, including the ability to receive, any excess amount as compensation unless and until the Contribution Limit of the *Internal Revenue Code* are fully met through payment of the Employer’s Non-Elective Contribution; and
- B. For all members in the New York State Teachers Retirement System (“TRS”) with a membership date in the TRS on or after June 17, 1971, and for all members in the New York State Employees’ Retirement System regardless of their membership date, the Employer shall first make an Employer Non-elective Contribution up to the Contribution Limit of the *Internal Revenue Code*. To the extent that the Employer Non-elective Contribution exceeds the Contribution Limit, such excess shall be reallocated to the Employee the following year as an

¹ Explanation for TRS Categories: Under *Education Law* § 501(11)(a), the calculation of a pre-June 17, 1971 TRS Tier I member’s last five years final average salary (upon which a member’s life-time pension is, in part, calculated) includes any non-ordinary income (such as termination pay) which is received as compensation prior to December 31st of the year of retirement. Thus, such a member would benefit from receiving, as compensation, in their final year of employment that portion of the Employer Non-elective contribution, which is in excess of the maximum Contribution Limits of IRC §415.

The final average salary of all other members of the TRS (*i.e.* all TRS members with a membership date on or after June 17, 1971) may not include any form of Termination Pay; therefore, the Employer’s post-retirement payment into the employee’s 403(b) account of that portion of the Employer Non-elective Contribution, which is in excess of the maximum

Contribution Limits of IRC §415, is more advantageous for those member.

Employer Non-elective Contribution (which Contribution shall not exceed the maximum amount permitted under the Code), and in January of each subsequent year for up to four (4) years after the year of the Employee's employment severance, until such time as the Employer Non-elective Contribution is fully deposited into the Employee's 403(b) account. In no case shall the Employer Non-elective Contribution exceed the Contribution Limit of the *Internal Revenue Code*.

3. 403(b) Accounts Employer contributions shall be deposited into the ING Life Insurance and Annuity Company ("ING") 403(b) account of each recipient employee. If the employee does not have an ING 403(b) account, the Employer shall deposit the employer contributions, in the name of the employee, into an ING account established in the employee's name. Agents from ING will be allowed reasonable access to the School District's facilities in order to assist the employees and District's representatives in fulfilling applicable 403(b) legal requirements. Upon the request of the District, the ING agents will assist District's representatives in calculating the annual maximum allowable 403(b) contribution under the Internal Revenue Code, based upon salary and payroll information provided to the ING representative by the District. Upon the request of the District, ING agrees to provide the Employer with their standard hold harmless agreement.
4. Tier I Adjustments Tier I members with membership dates prior to June 17, 1971, Employer Non-elective Contribution hereunder will be reported as non-regular compensation to the New York State Teachers' Retirement System.
5. This MOA shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As to those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as closest as possible, to the original intent of the parties.
6. This MOA shall further be subject to the approval of ING, which shall review the MOA solely as a matter of form and as the provider of investment products designed to meet the requirements of Section 403(b) of the *Internal Revenue Code*.
7. The Employer is responsible for providing accurate information to ING. This information includes both Elective and Employer Non-Elective Contributions and the amount of the participant's Includible Compensation. To the extent inaccurate information is transmitted by the Employer to ING, any issues that arise from the inaccurate information shall be the responsibility of the Employer.
8. Employer Non-Elective Contribution Equal to Retirement Allowance. The Employer agrees to make an Employer Non-elective Contribution to the 403(b) account of each covered employee who is eligible for said retirement allowance, who severs their employment with the Employer during the contract year and who is eligible to apply for and who commences their retirement from the state sponsored retirement system as determined in accordance with Section XXXV, paragraph A of the CBA. The amount of Employer's contribution for each eligible employee shall equal the value of each such employee's accumulated unused leave days, determined in accordance with Section XXXV, paragraph B of the CBA. The Employer shall make the maximum contribution permitted under Section 415(c)(1) of the Internal Revenue Code of 1986, as amended, for the year in which the employee severs employment. The Employer shall deposit the contribution no later than one month following the employee's severance date.

For Employer

For the Association

Anita Feldman

Frene V. Snow

By: _____

By: _____

Dated: June 24, 2003

Dated: June 23, 2003

APPENDIX E - SIDE-LETTER OF AGREEMENT

BY AND BETWEEN THE DISTRICT SUPERINTENDENT AND BOARD OF EDUCATION OF THE PUTNAM/NORTHERN WESTCHESTER BOCES, hereinafter referred to as “the BOCES” and **THE UNITED STAFF ASSOCIATION**, hereinafter referred to as “the Association” or “USA”;

WHEREAS, the BOCES and the Association believe it to be in their mutual interests to memorialize their agreement regarding the utilization of an agreed-upon form that governs that describes the management of student IEPs in accordance with the requirements of Education Law Section 4402(7) (“IEP Form”); and

NOW, THEREFORE, the parties the BOCES and USA agree, as follows:

Unit members shall all sign IEP Forms for each IEP they are required to implement in the beginning of the school year and upon entry of new students who have IEPs after having an opportunity to review the IEP for the students for whom they will be implementing provisions of said IEPs. In the event that a unit member does not feel as though he or she fully understands the provisions of an IEP for which he/she is responsible to implement or otherwise needs more time to review the IEPs when asked to sign an IEP Form, then he or she shall contact his/her program supervisor, and arrangements shall be made for the unit member to meet with an appropriate staff member to help facilitate his or her understanding of how to implement said IEP or for additional time to review the required IEPs, as applicable, after which time the unit member shall be required to sign the IEP Form.

The terms of this Side-Letter of Agreement shall be subject to the contractual grievance procedure.

The terms of this Side-Letter of Agreement shall become effective upon its execution by the District Superintendent and the USA President.

SO AGREED, this 31st day of August 2017.

THE BOCES

By: James M. Ryan
Dr. James Ryan
District Superintendent

THE ASSOCIATION

By: Douglas Andreotti
Mr. Doug Andreotti
USA President

APPENDIX F - SIDE-LETTER OF AGREEMENT

BY AND BETWEEN THE DISTRICT SUPERINTENDENT AND BOARD OF EDUCATION OF THE PUTNAM/NORTHERN WESTCHESTER BOCES, hereinafter referred to as "the BOCES" and **THE UNITED STAFF ASSOCIATION**, hereinafter referred to as "the Association" or "USA";

WHEREAS, the BOCES and the Association believe it to be in their mutual interests to memorialize the parameters that govern the RSE-TASC program review that leads to the assessment of data to inform professional development and in-service training, which is separate and distinct from the Annual Professional Performance Review observation/evaluation processes where data collected under that process is used to generate an evaluation rating for individual classroom teachers, as follows:

The visitations conducted by the RSE-TASC Administrator for program review purposes to help inform professional development needs do not constitute either observations within the meaning of the USA Collectively Negotiated Agreement, or observations pursuant to Education Law § 3012-c or § 3012-d (as applicable). These visitations shall not be conducted as teacher-specific observation/evaluation process and shall not culminate in documentation containing names or other identifiable characteristics of those unit members who have been visited by the RSE-TASC Administrator. Unit members shall be selected at random for these visitations in the event that there are not a sufficient number of volunteers within the various programs that come forward. Volunteers shall contact the RSE-TASC Administrator directly via email. In the event that this RSE-TASC program review is implemented in future years in programs that have been previously reviewed, then BOCES would be seeking volunteers that had not previously volunteered to be visited by the RSE-TASC Administrator. These classroom visitations shall be non-evaluative in nature, shall not culminate in written feedback for evaluative purposes, and shall only be performed openly and with the knowledge of the teachers. The information gathered shall not identify any of the teachers who were visited; there will be no placement of any document within any unit member's personnel file.

Upon execution of this Side-Letter of Agreement, USA Grievance dated December 2, 2016 shall be withdrawn, with prejudice against re-filing in any administrative or judicial forum.

The terms of this Side-Letter of Agreement shall be subject to the contractual grievance procedure.

The terms of this Side-Letter of Agreement shall become effective upon its execution by the District Superintendent and the USA President.

SO AGREED, this day of ~~February~~ 2017.

8th day of March 2017 (MS)

THE BOCES

THE ASSOCIATION

By: James M. Ryan
Dr. James Ryan
District Superintendent

By: Douglas Andreotti
Mr. Doug Andreotti
USA President

APPENDIX G – SUPPLEMENTAL MEMORANDUM OF AGREEMENT

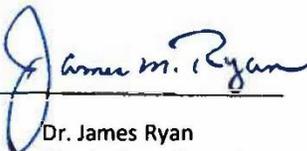
BY AND BETWEEN THE DISTRICT SUPERINTENDENT AND BOARD OF PUTNAM/NORTHERN WESTCHESTER BOCES, hereinafter referred to as “the BOCES” and the **UNITED STAFF ASSOCIATION** of Putnam/Northern Westchester BOCES, hereinafter referred to as “the Association”.

Whereas the BOCES and the association believe it to be in their mutual interest to modify the terms of their July 1, 2016 – June 30, 2021 Collectively Negotiated Agreement as follows:

- In the event a unit member has an immediate family member, as defined in **SECTION XXXVII** of the Association Agreement, who has a serious illness which requires the employee’s presence beyond the five (5) family illness days currently allotted in the Association Agreement may make a formal request to convert their accrued paid sick leave time to family illness days. This formal request process will include the following:
 - A written correspondence to the Executive Director of Human Resources requesting the conversion of their accrued paid sick leave days to family illness days. Letter must include the anticipated amount of time requested.
 - Supporting medical documentation
 - Evidence of the need for the employee to be the primary care provider for the requested days.
 - A Four (4) person committee will review the request. Committee membership will include an Assistant Superintendent, the Executive Director of Human Resources, the Association President, and a member of the Association’s Executive Board. In the event that one of the committee members from the Association is making the request, the Association must substitute in another Executive Board Member.
 - After reviewing all of the information provided by the employee, the committee will take a vote on the request to convert the employee’s their accrued paid sick leave days to family illness days. If the vote is tied, the District Superintendent will make the final non-grievable decision regarding the employee’s request for converting paid sick leave days to family illness days.
 - A maximum of an additional thirty (30) days may be granted during a school year.
 - In the case where an employee does not have enough accrued paid sick leave days to cover the additional thirty (30) days, they can apply to the United Staff Association Sick Bank for consideration of the approval of additional days.
 - This Supplemental Memorandum of Agreement will sunset on June 30, 2021, becoming null and void in all regards.

SO AGREED, this 27th day of November, 2019, subject to approval of the Board of Putnam/Westchester BOCES.

THE BOCES

By: 
Dr. James Ryan
District Superintendent

THE ASSOCIATION

By: 
Mr. Doug Andreotti
Association President