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Union: **Western Suffolk BOCES Aides Unit XII, CSEA, AFSCME, AFL-CIO**

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Western Suffolk

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June 24, 1999

Mr. Michael Cuevas, Chairman
Public Employment Relations Board
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Albany, NY 12205-2604

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUN 30 1999

CONCILIATION

Dear Mr. Cuevas,

Robert Boonin has retired and has been replaced by Helen Boggs Smith.

I have enclosed our latest contracts for teachers, clerical, custodians and aides. The Administrative and Supervisory Contract I have enclosed expired in June, 1998 and is presently in negotiations.

Sincerely,

Helen Boggs Smith
Deputy Superintendent

HB/S/es

7970_06302000

Suffolk #3 Boces (Second
Supervisory District) And Csea Local
870 (Unit: Xii - Aides)

1035 BC
22905 AID

**Agreement
between the
Board of Cooperative Educational Services
Second Supervisory District
Suffolk County, New York
and
The Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO
covering the CSEA Western Suffolk BOCES
Aides
Unit XII of Local 870
July 1, 1994-June 30, 2000**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED**

JUN 30 1999

CONCILIATION

INDEX

Preamble	1
<u>ARTICLE I</u>	
Recognition.....	1
<u>ARTICLE II</u>	
Definition-Unit XII Personnel.....	1
<u>ARTICLE III</u>	
Miscellaneous Provisions.....	2
<u>ARTICLE IV-A GRIEVANCE PROCEDURE</u>	
A. Definitions.....	2
B. Purpose.....	3
C. Procedure.....	3
D. Basic Principles.....	3
E. Initiation & Processing.....	4
1 Level One.....	4
2 Level Two.....	4
3 Level Three.....	4
F. Rights of Employees.....	5
G. Other Provisions.....	5
<u>ARTICLE IV-B</u>	
Labor Management Committee.....	5
<u>ARTICLE V - STANDARD WORKDAY, WORKWEEK AND OVERTIME</u>	
A. Workday.....	5
B. Workweek.....	6
C. Overtime.....	6
D. Eleven Month Position.....	6
<u>ARTICLE VI - LEAVES AND ABSENCES</u>	
A. Sick Leave.....	6
B. Personal Injury.....	8
C. Employee Assault.....	8
D. Personal Business Matters.....	9
E. Death in Family.....	10
F. Emergency Unpaid Leave.....	10
G. Military Leave.....	10
H. Predictable Disabilities.....	11
I. Child Care Leave.....	11
J. Jury Duty.....	12
K. Workers' Compensation Cases.....	13
<u>ARTICLE VII - EMPLOYEE REPRESENTATIVE UNIT</u>	
Conference Leaves.....	13

INDEX

ARTICLE VIII

Office Closings..... 13

ARTICLE IX

Personnel Records..... 14

ARTICLE X

Vacation Policy..... 14

ARTICLE XI

Payroll Deductions..... 14

Recovery of Overpayments..... 14

Electronic Transfer Payroll Options..... 15

Retirement Program..... 15

Salary Adjustment at Retirement..... 15

ARTICLE XII

Official Travel..... 15

ARTICLE XIII

Creation of New Classified
Civil Service Positions..... 16

ARTICLE XIV

Promotional Opportunities & Salary Advancements. 16

ARTICLE XV

Seniority & Abolition of Position Rights..... 17

ARTICLE XVI

Work Calendar.....17

ARTICLE XVII

Clothing Allowance..... 17

ARTICLE XVIII

Insurance..... 18

ARTICLE XIX

Salary 19

ARTICLE XX

Working Out of Title 21

INDEX

ARTICLE XXI

Off Duty In-Service Education Opportunities..... 21

ARTICLE XXII

Agency Fee..... 21

ARTICLE XXIII

Child Care..... 22

Smoke Free Environment..... 22

ARTICLE XXIV - DURATION AND IMPLEMENTATION OF AGREEMENT

A. General Conditions..... 22

ARTICLE XXV

Summer School..... 23

Signature Page..... 24

Appendix

A. Grievance Chart..... 25

Schedule

A. Resolution Regarding Health Benefits
for all District Retirees..... 26

B. Eligibility for Health Benefits
for Retirees..... 28

C. Health Insurance Into Retirement..... 29

PREAMBLE

This Agreement is entered into this 1st day of July, 1994 by and between the negotiating representatives of the Civil Service Employees Association, Inc., AFSCME, AFL-CIO and its WESTERN SUFFOLK BOCES-Aides Unit XII (hereinafter referred to as the UNION) and negotiating representatives of the WESTERN SUFFOLK BOCES, SECOND SUPERVISORY DISTRICT, SUFFOLK COUNTY, NEW YORK (hereinafter referred to as the BOCES.)

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

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

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

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

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

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

ARTICLE I RECOGNITION

The BOCES recognizes the Civil Service Employees Association, Inc., AFSCME, AFL-CIO and its Western Suffolk BOCES-Aides Unit XII, as the exclusive representative of all aides personnel, as defined in a resolution of the Board dated December 19, 1967 and further agreed to in a letter dated December 21, 1971 and February 2, 1988, in negotiations and representations with the Board concerning the terms and conditions of their employment and the administration of grievance procedures as provided herein. Such recognition shall continue up to and including the day 7 months prior to the expiration of this agreement.

ARTICLE II DEFINITION-UNIT XII PERSONNEL

This Agreement shall constitute the commitment between the BOCES and Unit XII-Aides personnel working 17 1/2 hours/week or more as defined by the February 2, 1988 Board resolution.

ARTICLE III
MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the commitment between both parties and shall be in effect as to all covered items from July 1, 1994 through June 30, 2000.
- B. If any provision of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The provisions of this Agreement shall be incorporated into, and be considered part of an established policy of the Board.
- D. Copies of this Agreement shall be duplicated at the expense of the BOCES and given to all UNION personnel then employed or thereafter employed, within 30 days after its execution of their employment, if that occurs later.

ARTICLE IV - A
GRIEVANCE PROCEDURE

A. Definitions

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare or conditions of employment of the hereinafter defined employee group as related to the interpretation, meaning or application of any of the provisions of this Agreement.
- 2. For purposes of this procedure the term "defined employee" includes all personnel embraced by Unit XII represented by the CSEA Unit.
- 3. A "party of interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 4. The District Superintendent is the Executive Officer of BOCES.
- 5. The "Administrator" shall mean the person to whom the employee is directly responsible on the administrative and/or supervisory personnel level, i.e. District Superintendent, Associate or Assistant Superintendent, Divisional Director, Assistant Director, Administrative Assistant, Principal or Assistant Principal.
- 6. The term "days" when used in this article shall mean, except where otherwise indicated, working days; thus weekend or vacation days are excluded.

B. Purpose:

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

C. Procedure

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

D. Basic Principles

The function of these procedures is to assure equitable and proper treatment under existing laws, rules, regulations and policies which relate to or affect the defined employee in the performance of his/her assignment. The resolution of a grievance at the earliest possible time is encouraged.

1. A defined employee shall have the right to present grievances in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
2. The defined employee instituting a grievance shall have the right at all stages to proceed personally, through the CSEA representative, through an attorney or any other representative of his/her choice.
3. It shall be the responsibility of the Executive Officer of the BOCES to take such steps as may be necessary to give force and effect to these procedures. Each administrator shall have the responsibility to consider promptly each grievance presented to him/her and to make a determination within the authority delegated to him/her within the time specified in these procedures.
4. Each party to a grievance shall have the right of access to all written statements and records pertaining to such case.
5. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. Initiation and Processing

1. LEVEL ONE

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

2. LEVEL TWO

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

3. LEVEL THREE

- a) If the grievance is not satisfactorily resolved by LEVEL TWO proceedings, the grievant may make, within five (5) days after the District Superintendent's decision, a written request to the Board for review and final determination. All written statements and records of the case shall be submitted to the President of the Board, by the District Superintendent or his designee.
- b) The Board shall hold a hearing to obtain further information regarding the case within fifteen (15) days of receipt of a request for review by the grievant.
- c) The Board shall render a decision in writing within ten (10) days after its hearing. The parties recognize that the Board of Cooperative Educational Services is charged legally with the responsibility of operating the school system; therefore, its decision in any grievance matter shall be final.

F. Rights of Employees

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

G. Other Provisions

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

ARTICLE IV - B
LABOR MANAGEMENT COMMITTEE

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

ARTICLE V
STANDARD WORKDAY,
WORKWEEK AND OVERTIME

A. Workday

The standard workday for all aides will be equivalent in time to that of the teaching staff to which an aide is assigned. Starting and ending time will be the same as that of the teacher assigned to or adjusted with the expressed permission of the building administrator. Aides will be entitled to one half hour for lunch and one 15 minute coffee break and shall work the same number and days as is contained in the officially adopted BOCES school calendar.

It is understood that the lunch period for the above employees should not be interrupted for duty assignments except in cases of real and serious emergencies.

From time to time, the building principal may request members of the bargaining unit to attend building/staff meetings.

B. Workweek

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

C. Overtime

Overtime will be paid to full time employees at the rate of 1 1/2 times regular pay for any work required after the regular number of hours in any workday or workweek and for work on Saturdays exclusive of overnight chaperoning and field trips. (see Article XX.B.)

The practice of compensatory time off in lieu of overtime pay is prohibited.

D. Eleven Month Position

Western Suffolk BOCES shall establish an eleven month position which will encompass summer school. This 11 month position shall be offered to existing employees on a first come, first served basis. Thereafter BOCES shall determine, at the point of hiring, its staffing needs for 10 month as opposed to 11 month employment.

ARTICLE VI
LEAVES AND ABSENCES

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

A. Sick Leave

1. Full Time Employees

Employees will be provided 15 sick days annually by the BOCES. Sick time will be credited on a prorated basis on the first of each month. Ten month full time employees shall have the number of sick days prorated to 10/12 and will be credited to each employee on a monthly basis.

2. Part-Time Employees

Part-time employees working 17 1/2 hrs. or more of the established time for the full-time position will have sick

leave allowance time prorated in accordance with the percent of regular time worked.

3. Miscellaneous Provisions

At the request of the District Superintendent or his designee, employees will furnish a statement from a licensed doctor or chiropractor indicating the nature of the illness or disability when more than 3 consecutive days of sick leave are used on a single occasion. Sick leave will be charged for absence on a prorated basis for portions of the work day. Sick leave may be accumulated to 180 days for full-time employees and to a prorated level for part-time employees working more than 17 1/2 hours per week.

A medical certificate may be required by the District Superintendent when it appears that the employee has engaged in abuse of sick leave, including but not limited to:

excessive use of sick leave;

repeated utilization of sick leave on a short term basis prior to or after a weekend, holiday or school recess period.

4. In cases where abuse of sick leave is indicated:

- a) The employee shall be called to an informal conference to discuss the circumstances surrounding the use of sick leave.
- b) Should continued problems with use of sick leave persist, the employee shall be called to a formal supervisory conference to discuss the matter. The employee shall be notified at this supervisory conference that further absences will require a medical certificate. The employee shall be permitted an opportunity to meet with the District Superintendent or Associate Superintendent for Personnel to discuss the same. The affected staff member may be represented by the UNION at said conference. The requirement of a medical certificate shall remain in effect for no more than the remaining term of the then current contract year. If the same is less than six (6) months, said period shall be extended for the first six (6) months of the next contract year.
- c) The UNION agrees that if a member of Unit XII is docked for exceeding accumulated sick leave during any six (6) pay periods within one school year, the BOCES has the right to investigate the circumstances surrounding the use of sick leave. If it is determined that there has been abuse of sick leave, the employee will be converted to a twenty-six (26) pay option for the remainder of the school year. This provision is non-grievable.

5. A full-time employee who has exhausted his/her available sick leave may apply to the District Superintendent for an extension of such paid leave. Any such extension must be approved by the Board and the right is reserved to the District Superintendent to recommend extensions at full or part pay in unusually deserving circumstances. The length of service with the BOCES and circumstances surrounding the need for additional leave will be considered. The District Superintendent may require, incident to the use of sick time, a statement from the employee's doctor or an examination by a BOCES physician.

B. Personal Injury

1. In the proper performance of his/her assigned duties during the Standard Work Day, a net loss of pay shall not be suffered by any aide who:
 - a. is injured in the performance of such duties.
 - b. is assaulted or injured as the result of the tortious conduct of another.
 - c. contracts hepatitis B as a result of exposure to the disease.
2. Reports concerning the incident shall be filed with the divisional director within 24 hours. These reports will be reviewed administratively within 10 days of their receipt.
3. If reports substantiate item 1 above, the injured aide shall be paid full salary less Worker's Compensation.
4. The aide's sick leave accumulation shall be charged for absences up to and including five working days.
5. To qualify for the benefits of this item, the aide or a representative is required to appear at all Worker's Compensation hearings required by the Board.
6. The Board reserves the right to have the aide examined by its own physician.
7. The Board's obligation under this item shall cease 90 calendar days after the occurrence of the incident.
8. Upon return to BOCES after a personal injury occurrence as defined above the aide shall have 20% of the used sick days restored.

C. Employee Assault

An employee assaulted by a student or teacher on school premises shall not lose the five days mentioned in item 4 above where determined by administrative investigation that a claim is valid.

D. Personal Business Matters

Personnel are expected, when possible, to schedule personal business during other than working hours. Business which can be conducted only during working hours should be scheduled for less than a full day, if possible. In no instance will personal leave be granted for the purpose of normal personal financial gain. Failure of the employee to observe the intent and purpose of this leave may result in disciplinary action. The District Superintendent may, at his sole discretion, extend, approve or disapprove any request for personal business regardless of the reason.

1. Provisions

- a) Full-time 10 month and 11 month employees and part-time employees working 17 1/2 hrs. or more of the established time for the full-time position will be permitted prorata time. Employees entering employment during a year shall have such allowance appropriately prorated. In exceptional cases requiring extensive travel and/or use of time, the District Superintendent may permit up to four (4) days to be used in the year. He may consider use of personal business days in preceding years in reaching his decision.
- b) The first three following categories shall appear on the Personal Business Matter application and, with five (5) days notice, will be accepted as indicated without further explanation. The list of examples of acceptable reasons is intended to be illustrative not exhaustive for the categories shown. Under the "Other" category, the applicant will note the reason and the same shall be subject to approval by the District Superintendent or his designee.

Categories	Acceptable Reasons
Legal:	House closing, compulsory court attendance, conference with attorney, business with Bureau of Internal Revenue
Family:	Graduation of spouse or child from high school or college, registration or transfer of child to school or college, illness in the immediate family, or illness of close relatives not living at home.
Personal:	Moving (one day), religious holidays not covered in holiday calendar, required or promotional examinations for BOCES III positions
Other:	Applicant to supply nature of business

- c) "Ex post facto" personal business leave may be requested for the following types of unforeseen and/or catastrophic situations:

Car accident, disaster threatening safety of house or occupants, etc. (fire, fuel, water leaks; does not include repairs after safety measures have been taken), funeral of close relative or close friend, car being repaired, no transportation available (1 day), delays of common carriers preventing employee from reporting to work (1 day)

- d) In ordinary circumstances, the following will not be allowed for personal business days:

Recreation (sports, parties, travel, etc.), vacation or honeymoon, normal house and care maintenance, personal (shopping, baby sitting, attending friend's marriage, etc.), interview for another job.

E. Death in Family

Leave to a maximum of five (5) days* per separate and distinct occasion shall be granted in the event of death in the family - including spouse, child, (foster, adopted, or step), son-in-law, daughter-in-law, parent, parent-in-law, grandparent, grandchild, or step grandchild, sister, brother, sister-in-law, brother-in-law, or other relative who at the time of death was living in the immediate household of the employee. Such time shall not be charged against accumulated sick leave.

*Such leave shall be only for those work days affected by death in family.

It is mutually agreed that this provision is not to be used in lieu of sick leave, personal leave or vacation.

F. Emergency Unpaid Leave

An emergency unpaid leave may be requested for critical and substantial purposes by specific written application through the immediate program or service administrator to the District Superintendent. The granting of such leaves and their lengths will be based upon the recommendation of the District Superintendent and confirmation by the Board, and will involve a review of the applicant's employment record with BOCES. Leaves shall be considered terminated automatically within 3 working days after the conclusion of the emergency for which granted, unless extended specifically by the District Superintendent or unless terminated earlier at the expiration of the granted time. Failure of an employee to return to employment promptly as required at the end of such leave will be considered as abandonment of the position and will result in termination of employment. Vacation and sick time shall not accrue during the period of any unpaid leave.

G. Military Leave

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

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

H. Predictable Disabilities

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

I. Child Care Leave

1. In the case of a new birth and/or adoption of a child, an employee may request an unpaid child care leave of absence not to exceed two years.
2. Commencement of leave:
 - a.) To be as requested by employee - 30 days in advance.

3. Duration of leave:

- b.) To be determined by mutual agreement - up to two years.
4. While on leave, employees shall not accrue seniority or leave credits of any sort. Prior accumulation will be restored upon return from leave.
5. Employees serving more than a semester during the school year before their leave or after their return from leave, shall receive credit for the full year.

J. Jury Duty

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

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

K. Workers' Compensation Cases

Employees out due to a work related injury under Worker's Compensation will be charged sick time for the first five (5) days out. The employee will continue on the BOCES payroll without charge to sick time for up to ninety (90) calendar days from the occurrence of the incident. After the ninety (90) days expire, sick time will again be charged. The employee may be required to submit to appropriate examination by a competent authority designated by the District Superintendent. Both UNION and the BOCES expressly indicate their willingness to assist in monitoring this benefit against possible abuse. The UNION recognizes that the return of the first five (5) days to the employee has been expressly waived in exchange for the extension of benefits to ninety (90) days.

ARTICLE VII EMPLOYEE REPRESENTATIVE UNIT CONFERENCE LEAVES

Conference Leaves

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

ARTICLE VIII OFFICE CLOSINGS

Office Closings

Aides shall adhere to the emergency closing announcements for the schools to which they are assigned.

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

It is the professional and ethical responsibility of each employee to report for duty when the offices are open during the inclement weather, even if such arrival may be on a delayed basis. Lack of normal transportation should not, per se, be a deterrent. The BOCES reserves the right to request individual reports relative to the reasons for personnel not reporting on such occasions. On its part, the BOCES assumes a responsibility for considering compensatory time off for those employees reporting to work when offices are not closed at the start of the day, but are declared closed after they have reported to work.

ARTICLE IX
PERSONNEL RECORDS

Personnel Records

The BOCES will supply data in writing to each employee at the start of his/her work year regarding salary, vacation leave and sick leave. It is further agreed that any complaint or evaluative material which is to be placed in the employee's record will be discussed first with the employee and a copy of the final comments given to the employee.

Furthermore, should certain statistical data be available in an employee's record of which he/she has no record, or cannot recall, such data will be made available on a timely basis to the employee upon written request to the District Superintendent or his representative. No items positively or negatively commenting upon the employee's performance will be included in his/her personnel file without the knowledge of the employee.

ARTICLE X
VACATION POLICY

Vacation Policy - Unit XII

Ten month and 200 day employees will follow the school calendar in lieu of vacation time.

ARTICLE XI
PAYROLL DEDUCTIONS

Payroll Deductions

The BOCES agrees to payroll deductions for dues of the State and Suffolk County CSEA and WESTERN SUFFOLK BOCES Unit - CSEA organizations, together with additional deductions for life and/or disability income insurance and tax sheltered annuities, credit union and U.S. savings bonds upon application by the employee on the forms supplied by the BOCES for the appropriate agency.

BOCES will, through payroll deductions, deduct CSEA dues on a ten month basis from September 1 to June 30 of each calendar school year. CSEA will deliver to the BOCES business office any assignments signed by CSEA members authorizing the deduction of CSEA dues. Such deduction forms will remain in effect unless written revocation of said authorization is submitted to the BOCES business office by August 1st of each year. In the case of garnishee or withholding of salary for any employee, notice of such shall be furnished to the employee one week prior to such action, where practical, with reason for withholding.

Recovery of Overpayments

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

- a. BOCES is authorized to deduct any overpayment from future paychecks. Notice of overpayment will be given prior to any deduction from gross pay.
- b. A schedule of deductions for overpayments will be mutually agreed upon.

Electronic Transfer Payroll Options

The BOCES and the UNION agree that BOCES may institute Electronic Transfer Payroll in lieu of mailed checks. Electronic Transfer Payroll may also be elected by employees in place of work site check delivery.

Retirement Program

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

Salary Adjustment at Retirement

All full-time aides shall be eligible to request a lump sum salary adjustment upon regular retirement based upon unused, accumulated sick leave. Regular retirement means having reached the eligible age and having an unqualified intention of applying to receive a retirement allowance according to the rules and regulations of the retirement system and plan. Such lump sum salary adjustments will be paid at the rate of one day for every two days of accumulated sick leave up to a total of 180 days accumulated. In no event will payment at any time exceed that for more than 90 days of leave.

Employees anticipating requesting this retirement adjustment shall be expected to make their intention to retire known to the District Superintendent prior to March 1 of the school year before the school year in which retirement is contemplated.

ARTICLE XII OFFICIAL TRAVEL

Official Travel

Travel required by and on behalf of the BOCES using personal vehicles of employees shall be reimbursed at the Board approved rate, plus necessary tolls and parking costs as substantiated by official receipts. Employees are expected to maintain proper and adequate insurance to cover their own interests in such situations.

Where official travel requires lodging, meals, registration fees and the like, the cost of the same will be borne by the BOCES within reasonable amounts and statutory limitations.

The CSEA President will be included in the annual review of mileage reimbursement as conducted with both teaching and administrative groups.

ARTICLE XIII
CREATION OF NEW CLASSIFIED
CIVIL SERVICE POSITIONS

New Positions

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

ARTICLE XIV
PROMOTIONAL OPPORTUNITIES
AND SALARY ADVANCEMENTS

A. Promotions

1. BOCES will provide the Association President with sufficient copies of notices of salary, location and division of all vacant positions within Unit XII. These notices to be posted in each program and facility.
2. BOCES shall at its sole discretion be permitted to give year for year step placement for experience when placing an employee in a new job title.

B. Vacancies

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

ARTICLE XV
SENIORITY & ABOLITION
OF POSITION RIGHTS

Abolition of Positions

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

ARTICLE XVI
WORK CALENDAR

Ten and eleven month employees will follow the school and summer school calendar respectively when school is in session. The work calendar shall consist of WESTERN SUFFOLK BOCES adopted school calendar plus a maximum of 2 days per year for orientation and training; one prior to the opening of school and one following the closing of school in June. For 11 month employees the calendar shall be the same as the 10 month calendar and the summer school calendar. The days of orientation and training shall be applicable to all employees hired after the effective date of the adoption of the agreement.

It is possible that there will be a BOCES Superintendent's Conference Day and that appropriate programs will be developed for Unit XII personnel. Subject to development of this conference program, the BOCES facilities will be closed to enable Unit members to participate in the conference activities.

Full time ten month employees will be considered to have employment at BOCES at the beginning of the upcoming school year provided they have not been notified in writing to the contrary.

ARTICLE XVII
CLOTHING ALLOWANCE

Clothing Allowance

The clothing allowance shall be prorated based on FTE of employment for all employees working more than 17 1/2 hours/week. The clothing allowance will be \$185 for the first year of employment and thereafter the annual clothing allowance shall be \$175 per year.

The BOCES shall reimburse aides for the cost of replacing or repairing dentures, eyeglasses, hearing aids or similar bodily appurtenances which are damaged, destroyed or lost as a result of any injury provided it was not due to personal carelessness and was sustained in the course of the aide's employment.

ARTICLE XVIII
INSURANCE

A. General

The parties agree that the benefits provided below are provided for full time employees. Part time employees working more than 17 1/2 hours per week are entitled to receive such benefits on a prorated basis except where carriers limit participation.

B. Health Insurance

BOCES shall pay 100% of the premium for individual coverage and 95% of the premium for family coverage for the Suffolk III Plan. Effective July 1, 1997 the board shall pay individual and family premiums for the HIP and Empire in an amount no more than that which the board pays for Suffolk III individual and family coverage. Employees selecting HIP and Empire shall pay no less than employees pay for individual and family coverage for the Suffolk III plan.

All employees hired after January 1, 1992, shall be limited to HIP or Suffolk 3 Health.

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

Retirement Health Insurance

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

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

C. Dental Insurance

For each year of the Agreement, the BOCES will pay a maximum of \$89.74 a month for family coverage and \$29.62 a month for individual coverage.

D. Dual Enrollment

Employees will be offered the opportunity to waive dual enrollment individual or family and to receive in lieu of that enrollment, \$750 (1985 base) annually towards deductibles and other benefits

contained in the waiver agreement mutually developed between the parties. In addition, BOCES proposes that this reimbursement be adjusted each year by 50% of the change in cost of individual health insurance above the present base. All money remaining shall be given to the employee or the estate of the employee upon his/her separation from BOCES.

E. Disability Income Insurance

The Board will continue to contribute to the annual cost of long term Disability Insurance at the current level of expenditure. Participating employees shall bear all cost above the current BOCES share of the premium.

F. Life Insurance

The Board will provide 100% of the premium for a \$10,000 term life insurance policy per employee.

ARTICLE XIX
SALARY

A. Salary

1. Pay days will be bi-weekly on Friday or on the last working day prior thereto if such a day is a holiday. Employees will have the option of a 10 month or 12 month pay schedule. The actual number of pay days may vary from year to year based on the work calendar and will be in accordance with the published payroll schedule. There will be a uniform anniversary date of July 1st for all placement and advancement purposes.

2. Salary schedules shall be established and mutually agreed upon by the parties for Unit XII. Salary schedules shall be based on the following:

3. Salary 1994-95 and 1995-96

A one time payment will be made to (1) all unit members on payroll as of contract ratification by both parties based on percent FTE employment during 1994-95 and/or 1995-96 and (2) unit members who retired during the period July 1, 1994 through June 30, 1996. This payment shall represent the salary increase for 1994-95 and 1995-96 and shall be based on the average percent increases, less increment paid, for the prior year's settlements for the comparable negotiating units of the 18 component districts of Western Suffolk BOCES.

4. Salary 1996-97, 1997-98, 1998-99 and 1999-2000

The above calculation shall be used to create the base schedule for 1996-97. This new base shall be adjusted each year of the agreement based on the average percent increase, inclusive of increment, for the prior year's settlement for the comparable negotiating units of the 18 component

districts of Western Suffolk BOCES. Salary schedules will be mutually agreed upon by both parties. Said percentage increase shall be a minimum of 2.5% and a maximum of 5%.

Annually, a flat dollar adjustment will be made to steps D-H, for years 1996-97, 1997-98, 1998-99, and 1999-2000 of the agreement as follows:

Step D	+\$ 50
Step E	+\$200
Step F	+\$325
Step G	+\$325
Step H	+\$625

The above salary schedule adjustments, on steps D-H, will be made only during the term of this agreement. The Association acknowledges that the obligation to make these adjustments ceases in the year indicated above, to wit 1999-2000, and the years thereafter §209-(a)(1)(d) and (e) of the Taylor Law shall be inapplicable to such adjustments.

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

Longevity

Employees will be eligible for longevity payments as follows:

At the conclusion of 10 years:

1996-97	\$600
1997-98	\$650
1998-99	\$700
1999-2000	\$750

At the conclusion of 15 years:

1996-97	\$1,200
1997-98	\$1,300
1998-99	\$1,400
1999-2000	\$1,500

At the conclusion of 20 years:

1996-97	\$1,500
1997-98	\$1,750
1998-99	\$2,000
1999-2000	\$2,250

The District Superintendent may, at his sole discretion:

1. Appoint new employees at any step of the salary schedule.
2. Place present employees on any step of the salary schedule so long as it does not result in a loss of salary.
3. Give year for year step placement for appropriate experience when placing an employee in a new job title.

B. Overnight Chaperoning and Field Trips:

Any field trip expenses shall be paid for by the employer. The employer shall pay \$100 for overnight chaperon expenses.

ARTICLE XX
WORKING OUT OF TITLE

Whenever the BOCES temporarily shall assign a UNION employee to work in a higher established job title for a period of more than 30 days, the employee will be paid retroactive to day one at the rate of the higher title, on the employee's step in accordance with Article XVI for the duration of the temporary assignment. In no event shall an employee lose salary as a result of a temporary assignment.

Aides working as substitute teachers shall be paid substitute pay in addition to their regular pay. BOCES shall establish a list of those aides it deems qualified to act as substitutes. Aides shall be chosen from this list on a rotational basis to serve as substitutes.

ARTICLE XXI
OFF DUTY IN-SERVICE
EDUCATION OPPORTUNITIES

The opportunity will be available to UNION personnel to register for and attend courses offered to adults by this BOCES on an "open enrollment basis" where the Director of the particular program certifies that there is student space available and the interested persons have the basic qualifications needed for attendance. Should there be more interested applicants than openings, the UNION shall have the responsibility for reducing the eligible applicant list to coincide with the number of opportunities. Any required tuition charges involved shall be waived, but charges for books, supplies, materials, field trips and the like will be borne by the individual. Employees shall be reimbursed for fees and or tuition for job-related courses which are successfully completed when courses are requested by BOCES. (non-grievable)

ARTICLE XXII
AGENCY FEE

A. Agency Shop Fee Deduction

1. Pursuant to Chapter 677 of the Laws of 1977, as amended, BOCES agrees to deduct from the salary of employees represented by CSEA who are not members of CSEA an amount equivalent to the dues payable by a member.
2. This fee will be deducted in equal payments commencing with the second check in September.
3. This fee will be transmitted to the CSEA Treasurer within five working days following each pay period.
4. The CSEA agrees to save BOCES harmless from any claim, cost, grievance, litigation or judgment arising from the agency

shop fee deduction or the application of the provision of the agency shop fee deduction item.

5. The CSEA agrees to continuously maintain a procedure to process employee claims concerning the agency shop fee deduction.

ARTICLE XXIII
MISCELLANEOUS PROVISIONS

A. Child Care

BOCES and the UNION mutually agree that the proposed WESTERN SUFFOLK BOCES employee Child Care program is beneficial to employees and the organization and the parties therefore endorse the participation by Labor and Management alike.

B. Smoke Free Environment

The UNION agrees to the Smoke Free Environment policy of WESTERN SUFFOLK BOCES in existence on November 20, 1991. The UNION and the BOCES will work jointly to provide volunteer workshops and seminars to assist employees wishing to become non-smokers.

The UNION withdraws, with prejudice, its improper practice charge #U-12248 respecting the BOCES Smoke Free Environment policy.

ARTICLE XXIV
DURATION & IMPLEMENTATION
OF AGREEMENT

A. General Conditions

This Agreement shall be in effect from July 1, 1994 through June 30, 2000. It is agreed that all negotiations relative to this Agreement shall cease upon the signing of this Agreement, and that the terms and conditions of employment provided in this Agreement shall remain in effect until the termination date of the Agreement unless altered by mutual consent in writing by the BOCES and the UNION.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

At any time subsequent to December 1, 1999 and prior to January 4, 2000, either party may give notice of its intention to open negotiations for amending this Agreement.

This Agreement is made and entered into by and between the Chief Executive Officer of the Board of Cooperative Educational Services, Second Supervisory District, Suffolk County, New York and the WESTERN SUFFOLK BOCES Unit XII - CSEA as provided for

under subdivision 12 of Sec. 201, Article 14 of the Civil Service Law.

The parties agree that there shall be a single title and job description called "Aides" which will encompass the duties of the present title of "Teacher Aide" and "Special Education Aide".

There shall be a single salary schedule, calendar and benefit program for aides.

It is further agreed that those teacher aides employed prior to July 1, 1985 shall be saved harmless from any change in duties outside the present job description.

Article XXV Summer School

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

For 1995 summer employment only: unit members on staff as of ratification by both parties shall be paid a retroactive salary adjustment of 5%.

Effective 1997, summer school aide positions for unit members working the entire 30-day summer school schedule will be posted in late spring. Ten month regularly employed unit members selected to work will be paid hourly at the rate of 1/1350 of the prior year's column and step. Appointments are limited to the current summer school session and are only for unit members on staff as of the date of posting. Selection of applicants for summer employment shall be at the sole discretion of Western Suffolk BOCES.

Sick Leave: Regularly employed staff members employed in a summer school position and working for the entire summer school session, will be entitled to two(2) sick leave days. However, no sick days may be used on either the first nor last day of summer employment. Unused sick days shall be posted to the staff members sick bank.

Death in the immediate family: (applicable only to ten month regularly employed BOCES Unit XII staff employees working the entire summer school session). When death occurs in the immediate family of an employee (including death of spouse, child, foster or adopted child, brother, sister, parent, grandparent, grandchild, son-in-law, daughter-in-law, or other relative who at the time of death was living in the household of the employee), the employee shall be allowed, upon request, a maximum of two (2) days leave with pay to be deducted from the employee's sick bank.

David A. Dames

DISTRICT SUPERINTENDENT
WESTERN SUFFOLK BOCES

Richard Brown

CHIEF NEGOTIATOR
WESTERN SUFFOLK BOCES

[Signature]
CIVIL SERVICE EMPLOYEES ASSOC. INC.,
LOCAL 1000 AFSONE, AFL-CIO

NEGOTIATING REPRESENTATIVES
OF WESTERN SUFFOLK BOCES
AIDES UNIT CSEA INC.

Kathleen Martin

DATED: _____

APPENDIX A
GRIEVANCE CHART

EMPLOYEE

WESTERN SUFFOLK BOCES

LEVEL ONE:

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

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

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

LEVEL TWO:

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

LEVEL THREE:

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

LEVEL ONE:

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

LEVEL TWO:

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

LEVEL THREE:

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

SCHEDULE A

**RESOLUTION REGARDING HEALTH BENEFITS
FOR ALL DISTRICT RETIREES**

WHEREAS, this BOARD has in the past adopted various resolutions respecting health benefits for its current and future retirees, and

WHEREAS, this BOARD and various of the collective bargaining agents representing its administrative, instructional and non-instructional staff have negotiated various contract provisions respecting health benefits for the BOCES' retirees, both current and future, and

WHEREAS, this Board seeks to clarify the foregoing and to embody in one policy the benefits it provides to current and future retirees for health care in retirement,

NOW, THEREFORE, BE IT RESOLVED THAT

1. Provided the employee at the time of retirement has a minimum of ten (10) years active service with the BOCES, and was and/or is actively employed as of said date, the employee shall be granted the same benefit level for individual or family coverage in the Suffolk III Health Program as the Board provides for its active employees.

2. Excepted from the foregoing are staff employed after July 1, 1990 who have served a minimum of ten (10) years of active service with the BOCES at the time of retirement of said employee they shall be eligible for:

- a. A BOCES' contribution of 50% of the amount contributed for current employees for individual or family coverage in the Suffolk III Health program.
- b. An additional 5% premium contribution for each additional year of BOCES' active service beyond the ten (10) years described in subparagraph (a) above, to a maximum of the same dollar amount paid for health coverage for active employees covered in the same unit or classification.

3. Individual contracts may be granted for retiring employees embodying the provisions of this policy.

4. All prior dates established in Board policies respecting health coverage during retirement are herewith deemed superseded by the date in 2 above.

5. In any rules, regulations or laws of the State of New York mandate continued coverage in the New York State Government Employees Health Insurance Plan for current or future retirees, then BOCES' rate of contribution is hereby established at the minimum rates allowed under the law for those retirees choosing to remain covered by the New York State Government Employees Health Insurance Plan, notwithstanding any previous resolution of this Board which may establish different rates of contribution.

6. Based on the recruitment needs of BOCES, the District Superintendent, at the time of employment, may grant by exception prior service credit for BOCES' credit under Section B(2). Such credit shall become

effective at the completion of ten (10) years of active service with the BOCES III.

7. The benefit level may be provided through an insured program, or BOCES' self funded and/or in combination with Medicare, where applicable.

8. The District Superintendent of Schools is directed to take all necessary and prudent steps to effectuate the foregoing.

Revision of Policy
Adopted June 30, 1989

SCHEDULE B
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SECOND SUPERVISORY DISTRICT
SUFFOLK COUNTY

ELIGIBILITY FOR HEALTH BENEFITS FOR RETIREES

WHEREAS, it is the intention of the Board of Cooperative Educational Services to clarify and modify the eligibility for health benefits for future retirees,

THEREFORE BE IT RESOLVED that the following policy shall apply to all eligible retirees with the exception of those staff members whose health insurance benefits have been specifically covered under negotiated contracts.

- A. Staff employed prior to July 1, 1988 and have served a minimum of 10 years of active service with BOCES III will be eligible for the following at the time of retirement.* The Board of Cooperative Educational Services shall provide the same benefit level for individual or individual and family coverage in the health program for staff who have retired under this policy as the Board provides for active employees covered in the same unit or classification.
- B. Staff employed after July 1, 1988 and have served a minimum of 10 years of active service with BOCES III shall be eligible for the following at the time of retirement.*
 - (1) The Board of Cooperative Educational Services shall contribute 50% of the amount contributed for current employees for individual or individual and family coverage in the health program.
 - (2) For each additional year of service beyond the 10 years with BOCES, the Board of Cooperative Educational Services' contribution shall increase by 5% per year to a maximum of the same dollar amount paid for active employees covered in the same unit or classification.

* eligible to receive benefits under the New York State Employees or Teachers Retirement System

- NOTE:**
- (a) Based on the recruitment needs of BOCES, the District Superintendent, at the time of employment, may grant by exception prior service credit for BOCES credit under Section B(2). Such credit shall become effective at the completion of 10 years of active service with WESTERN SUFFOLK BOCES.
 - (b) Benefit level may be provided through an insured program, or BOCES self funded and/or in combination with Medicare, where applicable.

SCHEDULE C

HEALTH INSURANCE INTO RETIREMENT

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

an employee of WESTERN SUFFOLK BOCES, residing at

(hereinafter referred to as the EMPLOYEE)

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract, revised January 1, 1990, with the WESTERN SUFFOLK BOCES Faculty Association to grant participation in BOCES' Suffolk III Health Plan to the extent hereafter described for certain employees who retire on or after December 31, 1989, and

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its labor contract revised _____, with the WESTERN SUFFOLK BOCES Administrators Association to grant participation in BOCES' Suffolk III health Plan to the extent hereinafter described for certain employees who retire on or after _____, and

WHEREAS, WESTERN SUFFOLK BOCES has agreed in its various labor contracts, revised on _____, with the WESTERN SUFFOLK BOCES III Civil Service Employees' Association to grant participation in BOCES' Suffolk III Health Plan to the extent hereinafter described for certain employees who retire on or after December 31, 1991, and

WHEREAS, WESTERN SUFFOLK BOCES has agreed by prior BOARD policy to extend the aforesaid benefits to BOCES' employees who are not members of any collective bargaining unit and/or who are classified as managerial/confidential employees as the same is provided for in Section 214 of the Taylor Law of the State of New York, except those employees whose benefits are established by individual contract, and

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

NOW, THEREFORE, it is agreed as follows:

1. The EMPLOYEE represents to the BOCES that he/she is, or shall be on the effective date of retirement, fifty-five (55) years of age or older and will qualify for retirement under the terms, provisions and regulations of the New York State Teachers and/or Employees Retirement System.

2. The BOCES represents to the EMPLOYEE that at the time he/she shall retire from active service the EMPLOYEE will be granted the benefits hereunder.

3. The BOCES herewith agrees to grant the EMPLOYEE during the EMPLOYEE'S retirement those health benefits more particularly described in the attached BOARD policy, subject to the conditions described in said BOCES' policy and to the extent provided therein based upon the EMPLOYEE'S date of employment and/or years of service to the BOCES.

- a. Said policy is incorporated by reference but not merged herein.
- b. It is specifically understood and agreed that the aforesaid Board policy extends to retired employees of the BOCES, and to the EMPLOYEE, health benefits equal to the same benefit level that the BOCES provides for active employees who are bargaining unit members of the bargaining unit of which the EMPLOYEE was a member at the time of retirement or in the case of an employee who was unrepresented by any collective bargaining agent of BOCES employees and/or who was classified as managerial/confidential employees as the same is provided for in Section 214 of the Taylor Law of the State of New York, health benefits equal to the same benefit level that the BOCES provides for active employees who are unrepresented by any collective bargaining agent of BOCES' employees and/or who are classified as managerial/confidential employees as the same is provided for in Section 214 of the Taylor Law of the State of New York. Hence, the level of benefits granted to the retiree at the time of retirement may change and/or be modified to the extent of changes and/or modification of benefit level that is extended to active employees employed in the same status as the retired employee was employed by the BOCES, as above described.

4. The EMPLOYEE acknowledges that his/her health benefits are solely established by and provided through the Suffolk III Health Plan by application of the aforesaid Board policies to him/her, subject to the provisions of paragraph 3 above. The EMPLOYEE further agrees that all claims for reimbursement shall be submitted pursuant to and in accordance with the procedures established by the BOCES. The EMPLOYEE agrees that the BOCES may make changes in the aforesaid procedures from time to time.

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

BOARD OF COOPERATIVE
EDUCATIONAL SERVICES,
SECOND SUPERVISORY DISTRICT,
SUFFOLK COUNTY, NEW YORK

Dated: _____ By _____

Dated: _____
EMPLOYEE