

**AGREEMENT BETWEEN**  
**THE BOARD OF COOPERATIVE EDUCATIONAL SERVICES**  
**SECOND SUPERVISORY DISTRICT OF WESTCHESTER COUNTY**  
**AND**  
**THE BOCES TEACHER AIDE ASSOCIATION**

**JULY 1, 2024 – JUNE 30, 2027**

**Members of the  
The Board of Cooperative Educational Services  
2023-2024**

|                |                       |
|----------------|-----------------------|
| John Filiberti | <i>President</i>      |
| Robert Johnson | <i>Vice-President</i> |

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**BOCES Executive Team**

|                     |   |
|---------------------|---|
| Harold A. Coles     | <i>District Superintendent</i>  |
| Brendan Lyons       | <i>Chief Operating Officer/Deputy District Superintendent</i>             |
| Ellen McDonnell     | <i>Executive Director of the Lower Hudson Regional Information Center</i> |
| James Gratto        | <i>Asst. Supt. for Educational Services</i>                               |
| Stephen J. Tibbetts | <i>Asst. Supt. for Business and Admin. Services</i>                       |

**BOCES Teachers' Association Officers**

|                   |                                |
|-------------------|--------------------------------|
| Eileen McGarvey   | <i>President</i>               |
| Mairead Schuelein | <i>Exec Vice President</i>     |
| Derrick Green     | <i>First Vice President</i>    |
| Keith Mattos      | <i>Second Vice President</i>   |
| Stacey DiPaola    | <i>Treasurer</i>               |
| Elizabeth Lopez   | <i>Recording Secretary</i>     |
| Rosalie Consani   | <i>Corresponding Secretary</i> |
| Michael Piccolo   | <i>Grievance Chairperson</i>   |

**NEGOTIATING TEAMS**

**BOCES Board**

|                      |   |
|----------------------|---|
| Suzanne Doherty      | <i>Director of Human Resources</i>                  |
| James Gratto         | <i>Asst. Supt. for Educational Services</i>         |
| Stephen J. Tibbetts  | <i>Asst. Supt. for Business and Admin. Services</i> |
| Stephanie M. Roebuck | <i>Board Counsel &amp; Chief Negotiator</i>         |

**BOCES Teacher Aide Association**

|                   |                                    |
|-------------------|------------------------------------|
| Eileen McGarvey   | <i>President</i>                   |
| Mairead Schuelein | <i>Vice President</i>              |
| Derrick Green     | <i>First Vice President- Aides</i> |
| Tom McMahon       | <i>NYSUT LRS</i>                   |

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## **PREAMBLE**

This Agreement is made and entered into by and between the Board of Cooperative Educational Services, Sole Supervisory District of Westchester County (hereinafter called the “Board”) and the BOCES Teacher Aide Association (hereinafter called the “Association”) pursuant to Article 14 of the Civil Service Law.

## **ARTICLE I – RECOGNITION**

The Board recognizes the Association for the purposes of Article 14 of the Civil Service Law as the exclusive representative of all personnel holding the title of Teacher Aide who are employed on a basis of half time or more.

## **ARTICLE II – DUES DEDUCTION**

Members shall be entitled to have membership dues for the Association and its affiliates collected via payroll deduction. Such authorization shall continue from year-to-year unless revoked in writing by the member. Upon receipt of a written authorization from the member directing payroll deduction, the BOCES shall deduct and remit dues from the regular salary of each employee from the first two paychecks of the month from November 1st through April 30th.

Withdrawal from payroll deduction must be in writing to the BOCES’s business office, subject to the window period that is allowable by law. The BOCES must notify the Association within five (5) business day of the receipt of an employee’s withdrawal of payroll deduction.

## **ARTICLE III – ASSOCIATION RIGHTS**

- A. Leave to Attend Association Duties – The equivalent of three days per year shall be allotted to the 1<sup>st</sup> Vice President of the Association for their use and/or the use of their designee to allow them to engage in activities directly related to the Association’s duties as representative of the teacher aides which cannot be performed other than during the school day/workday.
- B. Association Meetings – The Association may use Board facilities for Association meetings after school hours upon making appropriate application by means of building use forms. Association meetings shall not interfere with scheduled staff meetings. The fee for use of facilities shall be waived but the charge for custodial services shall apply if custodial services are required.
- C. Bulletin Board Space – Bulletin board space shall be provided in each BOCES school building for the purpose of displaying notices, circulars and other material relating to the proper business of the Association. The Association shall post no material that is

confidential in nature or derogatory to the BOCES. The bulletin boards used for this purpose may be the same ones provided for use by the BOCES Teachers Association.

- D. Communications – The Association shall have the use of teacher mailboxes, interoffice mail, the use of and access to electronic mail service and other commonly used systems for communication to bargaining unit members. It is understood that such usage should not be burdensome to the systems used and must comport with the BOCES Acceptable Use Policy and/or its Code of Conduct.
- E. Names of Members of the Unit – The Board shall make available to the President of the Association the names, titles, salaries and centers of new members of the bargaining unit after their appointment by the Board.
- F. The Association is not permitted to use BOCES stationary supplies or copy machines for Association business.

#### **ARTICLE IV – TEACHER AIDE EVALUATION AND FILES**

##### **A. Teacher Aide Evaluation**

1. Each teacher aide shall be evaluated by their supervisor minimally once each year of employment. The teacher aide shall be given an evaluation report in writing. The evaluation report shall be reviewed with the teacher aide within ten (10) school days of its issuance but by no later than June 1<sup>st</sup>.
2. Supervisors shall share the evaluation with the teacher aide and both the supervisor and teacher aide shall sign the evaluation.
3. The teacher aide shall electronically acknowledge the evaluation within ten (10) school days of receiving it, but not later than the last contractual day of the school year. The teacher aide's electronic signature acknowledges receipt of the evaluation, not necessarily agreement with its content.
4. Teacher aides have a right to submit a written response to an evaluation report. The response must be submitted electronically in the teacher aide's evaluation form within ten (10) school days of receipt of the evaluation.
5. A committee composed of an equal number of administrators and teacher aides shall be organized, if necessary, to review existing evaluation forms. The evaluation form shall be reviewed no more than once every five years unless there is a legislative or regulatory change that requires an immediate review. Either party may request that this committee convene. The teacher aide representatives shall be appointed by the Association President.
6. The evaluation process and electronic format will be provided to teacher aides at the beginning of each school year or as new teacher aides begin employment and to all teacher aides upon substantive modifications of the existing evaluation form.

## B. Teacher Aide Files

1. The teacher aide file shall be maintained by the Board and should contain at least the following records:
  - a) Application for employment and/or letters of application.
  - b) Official transcripts, if any.
  - c) Records relative to sick and/or personal leave and maternity leaves of absence.
  - d) Evaluations and other material relating to the teacher aide's performance, including positive letters and emails regarding the aide's performance that is copied to the personnel file by the author of the letter/email.
  - e) Copies of salary notices and authorizations for deductions.
  - f) Copy of Oath of Allegiance.
2. Any material relative to a teacher aide's performance, professional conduct, service, or character written by an administrator or supervisor within BOCES or by an administrator of a component school district shall not be placed in their personnel file or communicated to a third party unless the teacher aide has had an opportunity to review the material. "Third party" in this provision shall not be deemed to include members of the secretarial staff or the director or assistant director of a division. Any written communication which is not made a part of the teacher aide's personnel file within twenty-five (25) school days of the occurrence involved or the date such an occurrence became known to the administrator of the component district, or BOCES administrator, whichever is later, cannot be utilized in evaluation of a teacher aide's professional conduct, performance, or character. The teacher aide shall acknowledge that they have had an opportunity to review the material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the content thereof. The teacher aide shall also have the right to submit a written answer to such material within fifteen (15) school days, and their answer shall be reviewed by the District Superintendent, or their designee, and attached to the file copy. The District Superintendent, or their designee shall acknowledge receipt of letter of rebuttal or written answer.
3. A teacher aide shall be notified orally or in writing within three school days of any formal complaint by a student, parent or guardian of a student, or a staff member. Emailing or mailing of a note to an absent teacher aide shall constitute notice. The teacher aide shall be afforded an opportunity to reply to the complaint. No complaint, letter or report shall be placed in a teacher aide's file without the teacher aide's knowledge and without an opportunity to meet with the complainants, whenever possible. The teacher aide shall also have the opportunity to make a written statement to be attached to the original complaint.
4. Material shall be removed from the teacher aide's files when a teacher aide's claim that it is inaccurate as to factual matter is sustained by the District Superintendent or their

designee.

5. Teacher aides shall have the right upon reasonable written notice to review the contents of their personnel file in the presence of the Director of Human Resources or their designee, and to make a copy of any document in it. Pre-employment materials classified as confidential, such as letters of reference and placement folders, shall be removed from the file before review. A teacher aide shall be entitled to have a representative of the Association accompany them during such review.

## **ARTICLE V – WORKDAY**

- A. The workday for teacher aides shall not exceed seven hours except in district classes wherein aides will work the same workday as teachers to whom they are assigned. For those aides whose day is divided between two locations, their workday shall not exceed seven hours commencing with the beginning time in the first location. This provision is not intended, however, to require planning/preparation time for teacher aides. If so directed by their supervisor, teacher aides may be required to attend staff meetings, parent conferences and conferences with supervisors for evaluation purposes after the workday. Teacher aides may be required to care for children after the workday only in unusual circumstances such as class trips.
- B. Full-time teacher aides assigned to District classes shall have the same amount of duty-free lunchtime each day as the teacher with whom they work. All other full-time teacher aides shall have 30 minutes of duty-free lunchtime each day.
- C. All full-time teacher aides shall have 15 minutes of break time each day to be scheduled by the appropriate supervisor.
- D. All members will sign in and out of the building for which they are assigned. This procedure is for safety concerns only and in no circumstance will the procedure be used for any form of discipline on any member.
- E. All teacher aides are required to wear BOCES identification tags at all times in all locations.
- F. Teacher aides shall be required to attend no more than eight (8) staff meetings. However, if so directed by their supervisors, teacher aides may attend less than eight (8) meetings. Teacher aides shall be notified by September 1<sup>st</sup> of which meetings they are required to attend.



## ARTICLE VI – COMPENSATION

### A. Teacher Aide Salary Schedule

The Teacher Aide salary schedules for each year of the Agreement are attached hereto as Appendix “A” and made a part hereof.

Any teacher aide hired on or after July 1, 2014 will be placed on the Salary Schedule located in Appendix “B” of this Agreement. Effective July 1, 2019, each unit member that is paid pursuant to this salary schedule shall move one step on the salary schedule annually.

- i. For 2024-2025, add \$1,000 to each step in Appendix A and \$1,250 to each step in Appendix B. Delete Step 1 in Appendix B and add a new most senior step at \$1,000 greater than new highest step.
- ii. For 2025-2026 Add \$1,000 to each step in both Appendix A and B.
- iii. For 2026-2027 Add \$1,000 to each step in both Appendix A and B.

It is further understood that should an aide be out on unpaid leave status for ten consecutive school months the aide will remain on step and not move to the next step until the following September 1 after their return.

Unit members hired effective July 1, 1997, will be required to participate in the following numbers of staff development days beyond the school calendar:

| <b>Year of Employment</b> | <b>Number of Days</b> |
|---------------------------|-----------------------|
| Year 1                    | 2                     |
| Year 2                    | 1                     |
| Year 3                    | 1                     |
| Year 4                    | 1                     |
| Year 5                    | 1                     |

- B. Longevity – Teacher aides will be granted longevity increments starting September 1<sup>st</sup> in the beginning of the designated year of service with the Board, as noted in the following table:

| Year 10 | Year 15 | Year 20 | Year 25 |
|---------|---------|---------|---------|
| \$1,275 | \$1,475 | \$1,675 | \$1,875 |

A teacher aide needs to be employed by January 31st of their first year of employment to get credit for the year in terms of years of service for the purpose of longevity. In any other year, a teacher aide must be paid for at least half the scheduled workdays in a year to get credit for the year in terms of years of service for the purpose of longevity.

It is understood that these longevity amounts are not cumulative.

C. Upgrades Schedule

The purpose of upgrades is for the safety of the students. Continuity of service is necessary to maintain the normal classroom procedure. When a staff member is absent, a class should run as it does without absences. When a staff member upgrades into a position, that person, in addition to their own responsibilities, assumes all the responsibilities of that position. Whenever there is an upgrade into a teacher position, the person who receives the upgrade acknowledges that they are assuming full teacher responsibilities including instruction, attendance, late bus duty, supervision of students, lunch duty and any other responsibilities normally assigned to teachers. Anyone may refuse an upgrade by informing the teacher or supervisor. There is only 1 upgrade per class.

### Classroom Structure: Teacher & Teaching Assistant

| Absent              | Upgrade  | Substitute                               |
|---------------------|--|--|
| Teacher             | Assistant only if no certified teacher substitute is available | Substitute fills Assistant Position      |
| Assistant           | Teacher  | Only when no Substitute is Available     |
| Teacher & Assistant | None   | Substitutes for both Teacher & Assistant |

### Classroom Structure: Teacher & 2 Teaching Assistants

| Absent                          | Upgrade   | Substitute                           |
|---------------------------------|---|--------------------------------------|
| Teacher                         | Rotation of Assistants only if no certified teacher substitute is available                 | Substitute covers Assistant Position |
| Assistant                       | Teacher   | Only when no Substitute is Available |
| Teacher & 1 Assistant (Non-1:1) | Remaining Assistant Covers for Teacher only if no certified teacher substitute is available | Substitute fills Assistant Position  |

### Classroom Structure: Teacher, Teaching Assistant & Aide

| Absent                        | Upgrade  | Substitute  |
|-------------------------------|--|---|
| Teacher                       | Assistant only if no certified teacher substitute is available | Substitute fills Assistant Position   |
| Assistant (Non-1:1)           | Aide only if no assistant substitute is available              | If Aide Substitute is available, Substitute fills Aide Position                                       |
| Assistant (Non-1:1)           | Teacher  | Only when no Substitute is Available  |
| Teacher & Assistant (Non-1:1) | Aide with Supervisor Permission                                | Substitute(s) Fills Assistant &/or Aide Position Only if no certified teacher substitute is available |
| Aide (Non-1:1)                | Teacher  | Only when no Substitute is Available  |

Classroom Structure: Teacher, Multiple Teaching Assistants, Classroom Aides & 1:1 Assistants/Aides in Self Contained Classes

| Absent              | Upgrade   | Substitute                           |
|---------------------|---|--------------------------------------|
| Teacher             | Rotation of Assistants only if no certified teacher substitute is available | Substitute fills Assistant Position  |
| Assistant (Non-1:1) | Rotation of Aides only if no assistant substitute is available              | Substitute fills Aide Position       |
| Assistant (Non-1:1) | Teacher   | Only when no Substitute is Available |
| Aide (Non-1:1)      | Teacher   | Only when no Substitute is Available |

#### D. Parameters

- Any concerns that arise involving upgrades should be reported to the Supervisor. If the Supervisor is unavailable, then the Director should be notified.
- When a certified /professional teacher substitute is hired for an absent teacher, no upgrade is available.
- There is only 1 upgrade per class.
- If a person's primary position is a 1:1 Bill Back Assistant/Aide, and the assigned student is present that day, that Bill Back Assistant/Aide will not be entitled to an upgrade. (Classroom staff may not trade positions to get an upgrade.)
- A classroom teacher will only be upgraded if a substitute is not available for the absent classroom Assistant/Aide (excluding 1:1 Bill Back Aides and Assistants).
  - In any classroom structure, when a substitute is not available for an absent 1:1 Bill Back Aide/Assistant and if the Classroom Assistant or Aide is assigned as the 1:1 Assistant/Aide for the day, then the teacher will receive the upgrade.
- Anyone who is absent on the day they are rotated into the upgrade (or for extended absences), upon returning to work, will be placed into the rotation for upgrades.
- An employee may not "gift" their upgrade to another individual.
- All staff is responsible for completing and submitting their own upgrade sheets in line with the Time Sheet Schedule.

9. Supervisors may assign staff to a different class/assignment for the day. If the staff member is performing duties consistent with their job title they are NOT entitled to an upgrade.
10. At the discretion of the Supervisor, to maintain consistency, 1:1 Bill Back Assistant/Aide may be restructured within a class.
11. If a classroom Assistant/Aide is pulled to cover a class, the respective Teacher is entitled to an upgrade.
12. Teachers are eligible for upgrades if another teacher is absent and students are merged into another class (this may include multiple teachers).
13. Special Services staff payments for upgrades will be 1/6 per period of the upgrade amount.
14. CTE & IYP upgrades are prorated by 45 minutes = 1/6 etc.
15. Upgrades are for all programs including but not limited to SS, CTE & IYP.
16. Students must be supervised at all times.
17. The staff member receiving the upgrade will assume all responsibilities of the upgraded position.
18. Notwithstanding the above, if there is a situation where all certified staff is not available in the classroom, and there is no substitute, a 1:1 Aide will be designated as classroom leader, on a rotational basis, and will be eligible for a daily rate of \$78, pro-rated for the time they are classroom leader.

#### Examples of situations

- Example 1 - If a person's primary position is a 1:1 Bill Back Assistant/Aide and the assigned student is absent that day, that Assistant/Aide may be reassigned. That person would be entitled for an upgrade only if they are asked to perform duties *above* their job title.
- Example 2 – The 1:1 Bill Back Assistant (if assigned student is absent) is *reassigned* for the day to take the place of a classroom Assistant or classroom Aide – No upgrade.
- Example 3 – If an Assistant is reassigned to a different classroom into an upgraded position the Assistant is entitled to the upgrade.

Upgrade Schedule is subject to modifications with variations and modifications of ratios of classes to stay in line with this Upgrade Schedule.

E. Upgrades for Aides will be paid at a daily rate of \$78.

## F. Summer Employment

1. Effective July 1, 2018, teacher aides employed by the Board for a full six (6) hours for summer school during July and/or August shall be paid at a rate of 1/270th of their previous year's base salary, up to a maximum of one hundred and forty dollars (\$140.00) per day. For each year of this agreement, the compensation for summer school work will increase by \$5.00 per day. It is understood that teacher aides hired who work for the BOCES during the school year shall not make less money than aides hired from the outside to work summer school.
  2. Unit members will be given the right of first refusal for summer school position(s) for a title they hold during the school year, provided that during the school year in which the summer school appointment is made, the unit member:
    - Has used no more than twelve (12) sick days
    - Has not used any unpaid (payroll dock) days
    - Has not been subject to disciplinary action, nor received more than two (2) counseling memoranda.
  3. The parties agree that if a bargaining unit member is absent from a summer school assignment more than three (3) days without evidence of a legitimate need for the day off (e.g., a doctor's note), the unit member will not be eligible for a summer school assignment the subsequent summer.
  4. The parties agree that in the event that there are more eligible applicants than summer school positions, seniority will apply.
  5. Unit members employed for a full seven (7)- hour day by the Board for summer work other than summer school during July and/or August shall be paid at the daily rate of 1/230<sup>th</sup> of the prior year's base salary.
  6. Unit members who accept an appointment to a summer school position and resign after May 15 from that position will not be given the right of first refusal for a summer school position the following year.
- G. Upon the teacher aide achieving five years of service with SW BOCES, the teacher aide is eligible for a \$1,000 bonus if the teacher aide has 49 days in their sick leave accruals upon the June 30th of their fifth year. A teacher aide needs to be employed by January 31st to get credit for their first year in terms of service for the purpose of this bonus, but all accrued sick leave will be counted.

## ARTICLE VII – TEACHER AIDE ASSIGNMENTS AND TRANSFERS

- A. Involuntary Transfers – Before a teacher aide is transferred, they shall have the opportunity to discuss the reasons for such transfer with their appropriate supervisor and/or Director.

- B. Voluntary Transfers – Teacher aides who desire a change in assignment or transfer shall file a written request with the appropriate Director or their designee. When a vacancy exists in the area requested, the teacher aide shall be given consideration over non-employee applicants. However, any decision regarding the filling of a vacancy made by the Administration shall be final and not subject to review.
- C. Notification of Tentative Assignment – The Administration will endeavor to notify teacher aides soon after May 31<sup>st</sup> of their tentative assignment for the following year.
- D. Posting of Vacancies – During the school year the District Superintendent or their designee shall have distributed to Association representatives of all BOCES owned or leased properties a current list of teacher aide vacancies. The same shall also be forwarded to the 1<sup>st</sup> Vice President of the Association. During July and August, if teacher aide vacancies occur, the 1<sup>st</sup> Vice President of the Association shall receive a list of such vacancies.

## **ARTICLE VIII – REDUCTION IN FORCE**

- A. If the Board abolishes a teacher aide position or positions, layoff of aides shall be in inverse order of seniority. For this purpose, seniority shall be defined as total continuous service with the Board.
- B. When a teacher aide's position is abolished, they shall be entitled to the position vacated by the least senior teacher aide who is being laid off. There is no right to bump other teacher aides who remain on staff.
- C. Teacher aides employed in programs which require the ability to speak a language other than English are excluded from the provisions of this Article.
- D. Teacher aides who are laid off shall be called first if work as a per diem substitute aide is available. When serving in this capacity, members of the bargaining unit shall receive the rate of pay for substitute aides.
- E. Recall to positions shall be determined on the basis of seniority. Failure to accept an offer of reemployment within fifteen (15) working days of the date of the written offer of reemployment will result in forfeiture of the bargaining unit member's placement on the preferred eligible list. In any event, recall eligibility ends after four (4) years.
- F. A teacher aide to be laid off because of a reduction in force shall be notified in writing sixty (60) days in advance of the effective date of layoff, whenever possible.

## **ARTICLE IX – LEAVES OF ABSENCE**

- A. Sick Leave
  - 1. Ten days for sick leave shall be granted each year to regular full-time and part-time teacher aides working 10 months in a school year. Twelve days for sick leave shall be

granted each year to regular full-time and part-time teacher aides working 10 months in a school year upon completion of 10 years of service.

Except for employees on a leave or bereavement leave, new sick leave days for returning employees will be granted on the first day of attendance at the location assigned to the unit member. If a unit member is unable to attend work on the first day of the new school year, the unit member must provide a physician's note by the follow day:

- a. The fifth day of absence for unit members with an annual allotment of ten (10) sick days.
  - b. The seventh day of absence for unit members with an annual allotment of twelve (12) sick days
  - c. If the physician's note is not provided by the deadline in subparagraph (a) or (b) above, the unit member will not receive their annual accruals of sick leave until they attend a day of work.
  - d. This paragraph does not diminish or change the rights to previously accrued leave time.
2. Up to five accrued sick leave days can be used for immediate family illness, defined as spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law or domestic partner. After four or more consecutive days of family illness time, a unit member may be required to provide a physician's note to the Director of Human Resources upon return to work explaining the reasons why their immediate family member needed the unit member to care for them. A supervisor may request medical certification for any family sick leave absence of any duration that precedes or follows a holiday or schedules BOCES vacation. This provision also applies to the first day of the new school year.
  3. Unused sick leave will be cumulative up to 200 days.
  4. The BOCES may require unit members who are absent for four (4) or more consecutive days to submit a physician's note to the Director of Human Resources upon return to work explaining the nature of the illness and the individual's fitness to work. If the teacher aide is not able to return within ten consecutive workdays of the initial absence, then a second certificate will be required upon return stating that they are able to assume all the regular duties of the position. A supervisor may request medical certification for any sick leave absence of any duration that precedes or follows a holiday or scheduled BOCES vacation. This provision also applies to the first day of the new school year.
  5. Sick Leave Bank – A sick leave bank will be made available, as provided in this section, for those members of the bargaining unit disabled due to serious long-term illness or injury.
    - a) Eligibility -- The bank shall be available only to members of the bargaining unit who have completed at least three years of employment with the Board, who have exhausted all leave time and who have contributed to the bank during the most recent round of contributions.
    - b) Contributions



- 1) Membership in the sick leave bank is voluntary. Except as provided herein, the bank shall be entirely made up of contributions from members of the bargaining unit. Effective upon the execution of this agreement each eligible member of the bargaining unit shall be given the opportunity to contribute two (2) days of accumulated sick leave to the bank. Thereafter eligible members shall have the opportunity to contribute one (1) day of accumulated sick leave to replenish the bank when the number of days available for withdrawal is reduced to seventy-five (75) days. Each employee participating in the bank will be notified that an additional day is needed and that one (1) sick day will be deducted from the aides' sick leave accruals, unless the employee notifies the Human Resource Office by a set date as provided in the notice that they do not want to participate in the Sick Leave Bank any longer.
- 2) Upon commencement of the fourth year of employment members of the bargaining unit shall have the opportunity to join the bank by contributing two (2) days of accumulated sick leave. Thereafter, a member may join the bank by contributing two (2) days from accumulated sick leave only at the beginning of a subsequent school year (no later than October 1).
- 3) Upon initial contribution by eligible members a one-time employer contribution to the bank shall be made by the Board on the basis of one (1) sick day for each two (2) contributed by members from accumulated sick leave. Thereafter, no employer contributions will be made even if no days are available from member contributions.
- 4) Any teacher aide may, at his/her discretion, contribute an annual total of five (5) sick days in addition to the contributions described above.
- c) Application - Application for withdrawal of days from the bank by an eligible member shall be made to the Office of the Director of Human Resources. The application shall state the nature of the illness or injury in question, the number of days sought to be withdrawn and will be accompanied by appropriate medical verification.
- d) Upon receipt of the application for withdrawal of days, a committee consisting of two representatives appointed by the Union and two representatives appointed by the BOCES will meet. The committee will review the application to confirm that the disability qualifies as a serious long-term illness or injury and to approve the use of sick bank days. The applicant will be notified in writing of the committee's decision. The administration of the bank shall be subject to the grievance procedure.
- e) Maximum Withdrawal – An eligible member may withdraw no more than sixty (60) days from the bank in any one (1) year period, subject to the availability of days in the bank. An eligible member may withdraw no more than one hundred eighty (180) days from the bank during his or her lifetime employment at SWBOCES, subject to the availability of days in the bank.
6. All unit members are granted the application of Section 41-J, which provides that unused sick leave may be used as additional service credit upon retirement up to the maximum

allowed by state law (not to be paid in cash, however).

B. Personal Leave

1. Three days are allowed as personal leave.
2. For 2 of the 3 days allotted, reasons for personal leave are not required. The third personal leave day requested may be granted when the reason for the requested leave days are specified and approved by the Director of Human Resources or their designee. Occupational Education and Special Education staff members should call the Director's Office in accordance with the policy of each department prior to being absent. Notice must be given at least three days in advance in order to be eligible for personal leave except in the case of emergency.
3. Personal leave requests shall not be honored on days preceding or following holidays or vacations unless an emergency prevails. The Director of Human Resources shall determine if a request shall be considered under the "emergency" provision. Requests for emergency consideration shall be pre-filed in writing when possible. When pre-filing of "emergency" requests in writing is not possible, a written request shall be addressed to the Director of Human Resources or their designee immediately upon returning to work.
4. In requesting personal leave in excess of the allotted number of days for reason such as business affairs, death in the unit member's family (father, mother, sister, brother, son, daughter, domestic partner or any other person living in the unit member's household), observance of religious holidays or other similar reasons, a written request must be submitted prior to the leave. The length of leave shall be determined by the need in each case. Any days above the three (3) personal leave annual allotment that are requested and are approved must be taken as unpaid leave.
5. Unused personal leave days shall be credited to accumulated sick leave.

### C. Maternity and Child Care Leave

#### 1. Commencement of Leave

The Board shall grant up to two years maternity and/or childcare leave without pay to teacher aides. Any extension of such leave shall be at the sole discretion of the Board. Such leave must commence whether prior to the birth or adoption (actual custody) of a child or within sixty (60) days thereafter. If, however, the teacher aide has become disabled as a result of the birth of a child, then the leave must commence within sixty (60) days after the disability has terminated. The foregoing may be modified if required by law.

#### 2. Termination of Leave

Teacher Aides that are on leave will provide notice of intended September 1<sup>st</sup> return by August 1<sup>st</sup>. Teacher Aides will provide at least ten days' notice prior to the intended date of return at any other time of the year.

### D. Jury Duty

Teacher aides shall be paid in full for the period of time that they serve on jury duty. A teacher aide shall notify his or her director or appropriate designee and the teacher to whom the aide is assigned as soon as the teacher aide has received notice of jury duty. Said copy of the jury duty notice will be provided to his/her supervisor upon receipt. Documentation from the court shall also be submitted to substantiate time served.

### E. Bereavement Leave

Up to five (5) working days shall be granted to all bargaining unit members for a death in the immediate family. Immediate family is defined as employees' spouse, children, parents, grandparents, siblings, mother-in-law, father-in-law or partner. This benefit applies only to active members not on any leave of absence.

## ARTICLE X -- INSURANCES

### A. Health Insurance

1. Effective July 1, 2004 the Board will provide individual and family medical coverage through the NYSHIP Empire Plan or an HMO for members of the bargaining unit except that members of the unit hired after October 24, 1985 shall not be eligible for this benefit unless they work at least half time. Unit members who are eligible for the benefit will be covered by the NYSHIP Empire Plan on the first of the month following two months of employment.
2. The NYSHIP Empire Plan document shall be incorporated by reference and made part of this agreement.
3. Unit members shall have the option of joining an HMO and the Board will pay up to the same amount as it would for someone in the NYSHIP Empire Plan program, said payment to be made through payroll deductions.

4. Premium Contribution

All eligible active members of the bargaining unit will contribute annually toward health insurances as follows:

- a) July 1, 2024 to June 30, 2027 – 13.50% of individual or family premiums.
- 5. Disputes with respect to the plan will be resolved by use of the grievance procedure excluding claims disputes.
- 6. Retiree's Medical Coverage –For retirees who retire after July 1, 2015 the Board will pay no less than 50% (individual and family coverage) with ten (10) years but less than fifteen (15) years of service in BOCES; no less than 75% (individual or family coverage) for unit members retiring with fifteen (15) years but less than twenty (20) years of service in BOCES. For unit members retiring with twenty (20) years of service in BOCES or more the BOCES will continue to pay the contribution percentage it was paying for the unit member upon the date of their retirement.

B. Dental Insurance

Effective July 1, 2004 the Southern Westchester BOCES Dental Plan will be replaced with a dental plan. If at any time the Board decides to change dental plans, the Board agrees it will obtain dental coverage that is equal to or better than the Southern Westchester Dental Plan that was in effect as of June 30, 2004.

C. Life Insurance

The Board shall pay the full cost of a group life insurance plan for the members of the unit. The plan shall provide life insurance coverage in the amount of \$25,000.00 for each member.

D. The Board will make available a Flex Plan under Sections 125/129 of the Internal Revenue Code.

E. The parties agree to explore a lower-cost alternative health insurance plan to be offered in addition to the current health insurance plan.

## **ARTICLE XI – PAYROLL OPTIONS/PAYROLL/CALENDARS/DEDUCTIONS**

### **A. Payroll Options**

BOCES is on a bi-monthly payroll schedule. Teacher aides will normally receive 20 paychecks from September to June. A teacher aide has the option to receive the equivalent of 24 paychecks between September and June, providing the teacher aide files a written notice to that effect with the Business Office. This notice must be filed two weeks prior to the teacher aide's first payroll in their first year of employment. Teacher aides shall choose a payroll option in their second year of employment and, thereafter, no later than the end of the prior school year."

### **B. Payroll Calendar**

The annual payroll calendar shall be distributed to the staff no later than September 10<sup>th</sup> each year.

### **C. Payroll Deductions**

The Board shall make payroll deductions at the request of a member of the unit in writing for the following purposes:

1. Tax Sheltered Annuities – Deductions for tax sheltered annuities may be made for programs approved by the BOCES third party administrator. Once approved, new annuity programs can begin any time throughout the year.
2. Credit Union – Deductions may be made for any number of the unit and payment made to the Port Chester Teachers Federal Credit Union.
3. Savings Bonds – Deductions may be made for Series EE Savings Bonds.
4. Vote Cope – Unit members may designate deductions to be transmitted to Vote Cope.

## **ARTICLE XII – NO STRIKE PLEDGE**

The Association agrees that neither it nor the employees it represents shall engage in any strike. The Association further agrees that it shall not cause, instigate, encourage or condone any strike.

## **ARTICLE XIII – BOARD RIGHTS**

Except as specifically and expressly modified by the terms of this Agreement, the Board retains the sole and exclusive right to manage, direct and supervise the affairs of BOCES and the exercise of such right shall not be subject to the grievance procedure set forth in this Agreement.

## **ARTICLE XIV – GRIEVANCE PROCEDURE**

A. Declaration of Policy – It is the declared purpose of these procedures to provide a means for orderly settlement of differences between the parties promptly and fairly as they arise. Parties will make a sincere and determined effort to resolve all grievances in an informal way and at the earliest level possible.

B. Definitions

1. “Grievant” shall mean any aggrieved member of the unit or group of members of the unit similarly affected or the Association.
2. “Grievance” shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement, provided however that the term shall not include any matter involving the dismissal of a teacher aide.
3. “Supervisor” shall mean the Supervisor to whom the teacher aide reports directly.
4. “Director” shall mean a) the Director of Special Services for members of the unit in Special Services, b) the Director of Career Services for members of the unit in Career Services.
5. “Days” when used in this Article shall mean days when school is in session, i.e. work year.

C. Basic Principles

1. At all stages of this procedure the teacher aide shall have the right to be represented by a person or persons of his or her own choice. If such a person is not a representative of the Association, the Association shall have the right to be present and to be heard at all stages.
2. All hearings shall be confidential.
3. Hearings shall be held after the workday, except by mutual agreement of the parties.
4. Forms for filing grievances shall be developed by the parties. The board shall have the responsibility of having copies of such forms duplicated and available.
5. The parties agree to facilitate the investigation of any grievance by making available material and relevant documents concerning the alleged grievance.
6. No reference to or records of a grievance shall be placed in the grievant’s file.
7. A teacher aide shall have the right to present his or her grievance free from interference, coercion, restraint, discrimination or reprisal.
8. Failure to present a grievance within 20 days after the act giving rise to the grievance or failure to proceed to the next step within the prescribed time limits shall be deemed a

waiver of the grievance and the grievance may not be considered. If the administration and/or the Board shall fail at any step to comply with the required time limits, the grievant may proceed to the next step.

D. Level I - Supervisor

1. Within 20 days of the action complained of, a grievant may present his or her grievance in writing to the Supervisor on a mutually agreed upon form. The statement of grievance must set forth the specific act or acts complained of, the identity of the person responsible for the act or acts if known, a general statement of the nature of the grievance, the specific clause or clauses of this Agreement alleged to have been violated, and the redress sought.
2. Within five days after receipt of the grievance, the Supervisor shall hold a meeting with the grievant and his or her representative. The Supervisor shall render a decision in writing setting forth the reasons for the decision no later than five days after such meeting.

E. Level II - Director

1. If the grievance is not satisfactorily resolved at Level I, within ten days after the decision of the Supervisor, the grievant may file an appeal in writing with the Director.
2. Within five days after receipt of the appeal, the Director shall hold a meeting with the grievant and with his or her representative. The Director shall render a decision in writing setting forth the reason for the decision no later than five days after such meeting.

F. Level III - District Superintendent of Schools or Designee

1. If the grievance is not satisfactorily resolved at Level II, within ten days after the decision of the Director, the grievant may file an appeal in writing with the District Superintendent of Schools.
2. Within ten days after receipt of the appeal, the District Superintendent or their designee shall hold a hearing at which the grievant and their representative shall be present.
3. Within ten days after the conclusion of the hearing, the District Superintendent or their designee shall render a decision in writing, setting forth the reasons for the decision, to the grievant and the Association.

G. Level IV - Board of Education

1. If the grievance is not satisfactorily resolved at Level III, the grievant may, within five days of the final determination by the District Superintendent or their designee, make a written request to the Board for review and determination. All written statements and records of the case shall be submitted to the President of the Board by the District Superintendent or their designee.

2. The Board, or its subcommittee, shall hold a hearing regarding the case within 12 school days of receipt of the request for review by the grievant.
3. The Board, or its subcommittee, shall render a decision within eight school days after its hearing.

#### H. Level V - Arbitration

1. If the grievance is not satisfactorily resolved at Level IV, within ten days after the decision of the Board, the Association may submit the grievance to arbitration, with the selection of the arbitrator and the proceedings to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association.
2. The arbitrator shall have no authority or power to make any decision which requires the commission of an act prohibited by law, or which is contrary to or inconsistent with the express terms of this Agreement.
3. The decision of the arbitrator shall be final and binding.
4. The arbitrator's charges shall be shared equally by the Board and the Association.

### **ARTICLE XV - TEACHER AIDE PROTECTION**

#### A. Absence Due to Injury on the Job

If an aide will be absent as a result of personal injury due to an assault or accident occurring in the course of his or her employment as determined by the Workers' Compensation Board, they shall be paid their full salary for the period of disablement without charge to sick leave provided that the aide fills out the Workers' Compensation claim form and submits it to their supervisor within 48 hours of the incident. The aide shall inform their supervisor and the Benefits office of the date of their anticipated return to work as soon as it is known. Failure to notify the Benefits Office in Advance of the anticipated date of return to work shall result in a deduction of the compensation of the substitute from the aide's pay. The aide shall prosecute any claim for benefits and any award up to the amount paid to the aide by the Board while the aide was absent shall become the property of the Board. Any absence that is claimed to be compensable under Workers' Compensation that is for seven days or less shall initially be charged to sick leave accruals. Should the absence be found to be compensable the employee will be made whole and the sick days will be credited back to the employee. Effective July 1, 2004, if an aide is absent as a result of personal injury due to an assault or accident occurring in the course of their employment, they shall be paid their full salary for the period of disablement without charge to sick leave for up to 80 days. If the teacher aide must thereafter begin to take leave time because of the injury, their leave time deduction shall be re-credited according to the following formula: one-half day for each day of the Workers' compensation award reimbursed to the BOCES.

#### B. Reimbursement for Property Damage or Loss

The Board will reimburse members of the unit for personal property which is normally worn or brought into school if it is damaged, destroyed or stolen in the course of the



member of the unit performing his or her duties. Automobiles are excluded from this provision. Reimbursement is limited to \$400 per occurrence and \$5,000 for all members of the bargaining unit in any one school year. Reimbursement will be made upon presentation of a claim, with supporting documentation if possible, to the Business Office. Money stolen or lost is not covered by this provision.

## **ARTICLE XVI – BEFORE AND AFTER SCHOOL INTERVENTION SERVICES (BASIS)**

### **A. Hourly Rate**

The hourly rate to be paid to individuals serving in the aforementioned titles for work performed outside the workday (and job description) shall be as follows:

1. Teacher Aides will be paid \$30.00 per hour at straight time for all work performed after the thirty-fifth (35th) hour in a given week up to and including the fortieth (40th) hour in a given workweek. For all hours worked in excess of forty (40) in a given workweek, the hourly rate shall be one and a half (1 ½) times the hourly rate of \$30.00.
2. No employee shall work outside of the workday in an intervention program if they are absent any part of the day from that assignment, due to illness or personal reasons on that particular day. Work will be permitted on Saturdays, Sundays and holidays, and any other time that BOCES is not in session, as per the required hourly rate.
3. For all Teacher Aides, any legal holiday or scheduled school closing that is worked shall be paid at one and a half (1 ½) times the regular rate.
4. This Agreement is subject to the BOCES policy for mileage reimbursement as well as the BOCES Fair Labor Standards Act policy and procedures for applicable job titles.
5. SWBOCES will compensate all teacher aides a minimum of one (1) hour for each assignment regardless of the actual amount of time. After the initial hour, the BASIS staff will be paid based on actual time worked.

### **B. A six-member committee shall be formed to act as a steering committee to screen the candidates for providing Intervention Services. Three members will be appointed by the BOCES Teachers Association (BTA) and three members will be appointed by the Deputy District Superintendent. The steering committee shall review all applicants for the positions posted and make recommendations as to who may be selected for the positions. The BOCES shall have the final decision making authority on the selection of all candidates.**

- C. It is understood and agreed that the BOCES may post positions that shall be filled by the BOCES which may be subject to variable hours separate and apart from those set forth in the applicable collective bargaining agreement. In those cases, the hours will be mutually agreeable between the employee and the appropriate supervisor depending upon the needs of the students. If an employee works a flexible schedule, he or she will be paid the appropriate rate for all hours worked in excess of the thirty-five (35) hour workweek.
- D. The BOCES reserves the sole and exclusive right to select staff that will provide these services. It is understood and agreed that the final determination as to who will participate in these programs rests entirely with the BOCES. It is also understood and agreed that the members of the bargaining unit referenced above will be given preference for assignments. However, the final selection as to who will participate will be subject to the BOCES determination as to who is best suited to serve the interest of the students in question, whether from within or outside the bargaining unit. Selection of staff and their assignments for these programs is not subject to any form of the grievance procedure in the applicable contracts.
- E. All employees who provide these services in a given workweek, will be required to account for all hours worked that week, all mileage reimbursement for travel in the same time period, and any other required documents for the work performed using BOCES established forms, practices and procedures.

#### **ARTICLE XVII – RESPONSE TEAM STIPEND**

- A. Association members who serve on the Response Team shall receive an annual stipend of \$2,000.00. Response team members who serve as certified trainers shall receive an annual stipend of \$2,500.00. Stipends shall be paid within three (3) weeks following the last day of school.
- B. Members who work the Extended School Year (“ESY”) and serve on the Response Team shall be paid an additional \$500.00 ESY stipend. The stipend shall be paid by August 31st of the applicable year that the member worked the ESY.
- C. Payment of the Response Team stipend is dependent on completing a full school year of service from September 1st to June 30th and is separate and apart from the ESY. If a new cohort is certified by February 1st of any given year, members shall receive one half of the aforementioned stipend. Stipends shall be paid within three (3) weeks following the last day of school.
- D. Effective September 1, 2019, members shall be appointed on a yearly basis. A posting shall be sent to all bargaining unit members in accordance with Article IX.A, Job Description. BOCES shall have the final decision making authority on the selection of all candidates.

- E. Participation on the Response Team is voluntary and members may opt-out at any time.

### **ARTICLE XVIII – CHAPERONE PAY**

Unit members who act as chaperones on school sanctioned trips shall receive \$35.00 per hour for a maximum of four (4) hours per day. This weekday rate includes hours before and after the contractual school day. Chaperones working weekend days and BOCES designated holidays shall receive \$35.00 per hour for a maximum of seven (7) hours per day. If the trip is overnight, the chaperone shall receive an additional \$100.00 for each overnight. Weekend pay rates start at 8:00 a.m. daily.

### **ARTICLE XIX - LABOR/MANAGEMENT COMMITTEE**

- A. A Joint Labor/Management Committee is hereby established. The purpose of this committee shall be to discuss and attempt to resolve matters of mutual concern pertaining to employer/employee relations involving members of the bargaining unit.
- B. The Committee shall be comprised of eight members, four to be designated by the Deputy District Superintendent and four to be designated by the Association. The Chairperson of the Committee shall rotate from meeting to meeting between BOCES designee and an Association designee.
- C. The Committee shall meet at least four times during the school year and may meet in addition thereto to the extent that such additional meetings are desired. The tentative agenda for each meeting shall be mutually agreed upon in advance of the meeting to the extent possible.

## ARTICLE XX -- SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any teacher aide or group of teacher aides 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 will continue in full force and effect.

## ARTICLE XXI -- 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.


## ARTICLE XXII -- DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2024 except as otherwise provided herein, and shall remain in force until June 30, 2027.

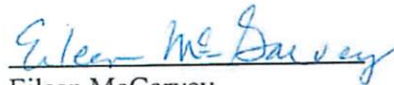
If the Association or the Board wishes to submit proposals for a successor agreement it shall do so no later than March 1, 2027.

Board of Cooperative Education Services  
Sole Supervisory District of  
Westchester County

  
Harold A. Coles  
District Superintendent

  
John Filiberti  
Board President

BOCES Teacher Aide Association

  
Eileen McGarvey  
President

  
Mairead Schuelein  
Vice President

  
Derrick Green  
1st Vice President

## APPENDIX “A”

### TEACHER AIDE SALARIES (for those hired prior to June 30, 2014)

| <b>YEAR</b> | <b>2024-2025</b> | <b>2025-2026</b> | <b>2026-2027</b> |
|-------------|------------------|------------------|------------------|
| <b>STEP</b> |                  |                  |                  |
| <b>1</b>    | <b>\$32,739</b>  | <b>\$33,739</b>  | <b>\$34,739</b>  |
| <b>2</b>    | <b>\$33,486</b>  | <b>\$34,486</b>  | <b>\$35,486</b>  |
| <b>3</b>    | <b>\$35,981</b>  | <b>\$36,981</b>  | <b>\$37,981</b>  |
| <b>4</b>    | <b>\$38,476</b>  | <b>\$39,476</b>  | <b>\$40,476</b>  |
| <b>5</b>    | <b>\$40,966</b>  | <b>\$41,966</b>  | <b>\$42,966</b>  |
| <b>6</b>    | <b>\$43,215</b>  | <b>\$44,215</b>  | <b>\$45,215</b>  |
| <b>7</b>    | <b>\$45,205</b>  | <b>\$46,205</b>  | <b>\$47,205</b>  |
| <b>8</b>    | <b>\$47,202</b>  | <b>\$48,202</b>  | <b>\$49,202</b>  |
| <b>9</b>    | <b>\$48,577</b>  | <b>\$49,577</b>  | <b>\$50,577</b>  |

## APPENDIX “B”

### TEACHER AIDE SALARIES (for those hired after July 1, 2014)

| <b>YEAR</b> | <b>2024-2025</b> | <b>2025-2026</b> | <b>2026-2027</b> |
|-------------|------------------|------------------|------------------|
| <b>STEP</b> |                  |                  |                  |
| <b>1</b>    | <b>\$27,000</b>  | <b>\$28,000</b>  | <b>\$29,000</b>  |
| <b>2</b>    | <b>\$27,773</b>  | <b>\$28,773</b>  | <b>\$29,773</b>  |
| <b>3</b>    | <b>\$28,569</b>  | <b>\$29,569</b>  | <b>\$30,569</b>  |
| <b>4</b>    | <b>\$29,389</b>  | <b>\$30,389</b>  | <b>\$31,389</b>  |
| <b>5</b>    | <b>\$30,233</b>  | <b>\$31,233</b>  | <b>\$32,233</b>  |
| <b>6</b>    | <b>\$31,102</b>  | <b>\$32,102</b>  | <b>\$33,102</b>  |
| <b>7</b>    | <b>\$31,998</b>  | <b>\$32,998</b>  | <b>\$33,998</b>  |
| <b>8</b>    | <b>\$32,920</b>  | <b>\$33,920</b>  | <b>\$34,920</b>  |
| <b>9</b>    | <b>\$33,870</b>  | <b>\$34,870</b>  | <b>\$35,870</b>  |
| <b>10</b>   | <b>\$34,849</b>  | <b>\$35,849</b>  | <b>\$36,849</b>  |
| <b>11</b>   | <b>\$35,857</b>  | <b>\$36,857</b>  | <b>\$37,857</b>  |
| <b>12</b>   | <b>\$36,895</b>  | <b>\$37,895</b>  | <b>\$38,895</b>  |
| <b>13</b>   | <b>\$37,964</b>  | <b>\$38,964</b>  | <b>\$39,964</b>  |
| <b>14</b>   | <b>\$39,065</b>  | <b>\$40,065</b>  | <b>\$41,065</b>  |
| <b>15</b>   | <b>\$40,065</b>  | <b>\$41,065</b>  | <b>\$42,065</b>  |