

**MEMORANDUM OF AGREEMENT BETWEEN THE SOUTHERN WESTCHESTER  
BOCES AND THE BOCES TEACHERS' ASSOCIATION**

**WHEREAS**, the BOCES Teachers' Association (hereinafter the "Association") and the Southern Westchester BOCES (hereinafter the "BOCES") are parties to a Collective Bargaining Agreement (hereinafter the "CBA") between them which expires on June 30, 2022; and

**WHEREAS**, the parties have resolved the terms and conditions of a successor agreement, the contents of which are contained in this Memorandum of Agreement, which is subject to ratification by the membership of the Association as well as the Board of Education of the BOCES;

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties that the following shall constitute the terms and conditions of a successor collective bargaining agreement to the 2014-2022 Agreement, subject to the ratification process referenced above.

1. Duration of Agreement: July 1, 2022 through June 30, 2025.
2. Globally change all references to the "Assistant Superintendent for Human Resources" to "Director for Human Resources."
3. Article VII is amended globally to provide that teachers at each BOCES site shall attend no more than 10 staff meetings per year after the workday. The parties agree that one of the staff meetings shall be directly correlated to mental health strategies and wellness support for staff.
4. Article VIII(B) is amended as follows:
  - a. The fifth row in the chart labeled "Classroom Structure: Teacher Teaching Assistant and Aide" is amended to change the word "Teacher" to "Teaching Assistant" in the second column labeled "Upgrade."
  - b. The fourth row in the chart labeled "Classroom Structure: Teacher, Multiple Teaching Assistants, Classroom Aides & 1:1 Assistants/Aides

in Self Contained Classes” is amended to change the word “Teacher” to “Teaching Assistant” in the second column labeled “Upgrade.”

5. Article VIII(C)(11) is amended to read “If a classroom Assistant/Aide is pulled to cover a class, the respective member is entitled to an upgrade according to the upgrade schedule.”
6. Article VIII(C)(12) is amended to read “Teachers are eligible for upgrades if another teacher is absent and students are merged into another class (this may include multiple teachers). The compensation for the teacher will be the rate of a daily substitute. It is understood that only one teacher shall be eligible for the upgrade.”
7. Article VIII(C) in the “Examples of situations” section, Example 3 is amended to read as follows: “If an Assistant or an Aide is reassigned to a different classroom into an upgraded position, the Assistant or the Aide is entitled to the upgrade.”
8. Article VIII(C), last sentence, is amended to read as follows: “Upgrade Schedule is subject to modifications with variations and modifications of ratios of classes to maintain this Upgrade Schedule.”
9. Article VIII(D) is amended to replace the daily rate of teaching assistant to \$85.
10. Article XI(A)(8) is amended to delete the last sentence from the second paragraph.
11. Article XVII(B)(2) is amended to replace the first sentence in the first paragraph with the following: “Reasons for personal leave are not required. Personal leave is intended for use to handle matters of a personal or family nature which can only be attended to during regular business hours.”
12. Article XVII(C) is amended to provide that unit members may use up to five (5) of their accrued sick leave days for immediate family illness. For the purposes of immediate family illness days, immediate family is defined as “spouse, children, parents, grandparents,

siblings, mother-in-law, father-in-law, or partners.” After four or more consecutive days of immediate 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.

13. Article XVII(C)(1) is amended to add a new paragraph which reads as follows: “Except for employees 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 following 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 fifteen (15) 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.

14. Article XVII(C)(3) is amended as follows:

- a. Subsection a is amended to reflect that unit members may accumulate up to and including 225 sick days for use of payment towards health insurance in retirement only. A unit member may only accumulate 200 days for sick leave usage purposes.

b. Subsection b is amended to read as follows:

- i. \$75 for each day for the first 124 days of accumulated sick days;
- ii. \$125 for each day for days 125-149 of accumulated sick days;
- iii. \$175 for each day for days 150-225 of accumulated sick days.

15. Article XVIII(M) is amended to read as follows:

a. Subsection a shall read "BTA Members who serve on the Response Team shall receive an annual stipend of \$1,375. Response teams members who serve as certified trainers shall receive an annual stipend of \$2,000. Stipends shall be paid within three (3) weeks following the last day of school.

b. Subsection b is amended to replace \$200 with \$275.

16. Article XVIII(A) is deleted and replaced with the following: "The salary increased for the 2022-2023 through 2024-2025 school years are reflected on the salary schedules set forth in Appendix A and B. The salary increases for each year are as follows:

- a. 2022-2023            1.85%
- b. 2023-2024           1.85%
- c. 2024-2025           1.85%

17. Article XVIII(G) is amended to increase compensation for summer school work by \$5.00 for each year of the contract.

18. Article XVIII(I)(1) is deleted and replaced with the following: "The salary increased for the 2022-2023 through 2024-2025 school years are reflected on the salary schedules set forth in Appendix C and D. The salary increases for each year are as follows:

- a. 2022-2023            1.85%

b. 2023-2024            1.85%

c. 2024-2025            1.85%

19. Article XVIII(I)(2) is deleted and replaced with the following:

a. "Longevity: Teaching assistants shall be granted a longevity based on the following schedule:

i. Beginning in the 8<sup>th</sup> year of their actual service with the Board:

\$2,000

ii. Beginning in the 16<sup>th</sup> year of their actual service with the Board:

\$2,375

iii. Beginning in the 20<sup>th</sup> year of their actual service with the Board:

\$2,750

iv. Beginning in the 25<sup>th</sup> year of their actual service with the Board:

\$3,500

20. Article XVIII(I)(3) is amended to replace \$78 with \$85.

21. Article XVIII(I)(4) is amended to read as follows: Teaching Assistant members of the bargaining unit who, on or after July 1, 2022, are issued a Level 2 or Level 3 Certificate (while employed by the BOCES) shall receive a one-time only payment of \$1,000 upon receiving a Teaching Assistant Level 2 Certificate and shall receive a one-time payment of \$1,000 upon receiving a Teaching Assistant Level 3 Certificate. If a teaching assistant member moves from Level 1 directly to Level 3 while employed by the BOCES, they shall be eligible for a one-time payment of \$2,000. These payments shall be made within one month of the date the member provided evidence of their certification.

22. Article XIX is amended as follows:

- a. Subsection (A)(1) is amended to read as follows: "BOCES is on a bi-monthly payroll schedule. Teachers will normally receive 20 paychecks from September to June. A teacher has the option to receive the equivalent of 24 paychecks between September and June providing the teacher files a written notice to that effect with the Business Office. This notice must be filed two weeks prior to the teacher's first payroll in his/her first year of employment. Teachers shall chose a payroll option in their second year of employment, and thereafter, no later than the end of the prior school year."
- b. Section (A)(2) is amended to replace the second sentence with the following: "Payroll direct deposit payments will occur two times per month. Payroll compensation payments via direct deposit on the banking business day of or before the 15<sup>th</sup> of each month and the last banking business day of each month. If the payday falls on a weekend or banking holiday, direct deposit payment will be made on the last banking business day prior to the weekend or holiday. Unit members receiving actual payroll checks will have their checks mailed via US mail to their address on file at central administration at least one day prior to the published pay day calendar."
- c. Subsection (B) is amended to read as follows: "The annual payroll calendar will be available on the SW BOCES website no later than July 1<sup>st</sup> of each year."

- d. Subsection (C)(1) is amended to read as follows: “Retirement Savings Accounts – Deductions for retirement savings accounts may be made for programs approved by the BOCES Third Party Administrator. Once approved, new programs can begin any time throughout the year.”
- e. Section (C)(3) is deleted.

23. Article XX is amended as follows:

- a. Globally change all references to the NYSHIP CORE PLUS plan to NYSHIP Empire Plan.
- b. Subsection (A)(2) is deleted.
- c. Subsection(A)(4)(C) is amended to replace the reference to “Article XVIII(C)(3)(b)” to “Article XVII(C)(3)(b)”
- d. Subsection(A)(4)(D) is amended to replace the reference to “Article XVIII(C)(3)(b)” to “Article XVII(C)(3)(b)”
- e. Subsection (A)(3)(b) is amended to read as follows:
  - i. All eligible active teachers of the bargaining unit will contribute annually towards health insurance as follows:
    - 1. July 1, 2022 to June 30, 2023 – 15.0% of the individual or family premium of the NYSHIP Empire Plan
    - 2. July 1, 2023 to June 30, 2024 – 15.25% of the individual or family premium of the NYSHIP Empire Plan
    - 3. July 1, 2024 to June 30, 2025 – 15.75% of the individual or family premium of the NYSHIP Empire Plan

ii. All eligible active teaching assistants of the bargaining unit will contribute annually towards health insurance as follows:

1. July 1, 2022 to June 30, 2023 – 15.0% of the individual or family premium of the NYSHIP Empire Plan
2. July 1, 2023 to June 30, 2024 – 15.0% of the individual or family premium of the NYSHIP Empire Plan
3. July 1, 2024 to June 30, 2025 – 15.0% of the individual or family premium of the NYSHIP Empire Plan

24. Article XX(B) is amended to change the contributions as follows:

- |              |         |
|--------------|---------|
| a. 2022-2023 | \$1,550 |
| b. 2023-2024 | \$1,550 |
| c. 2024-2025 | \$1,750 |

25. All other terms and conditions of the 2014-2022 Collective Bargaining Agreement, except as modified herein, shall remain unchanged in the successor Collective Bargaining Agreement.

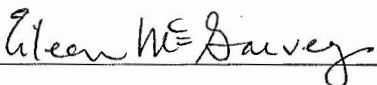
Dated: June 14, 2022

For the Southern Westchester BOCES



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For the BTA:



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Agnes

James A. Gratto Jr.

Stephen M. Roebuck

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Maria Di Nardo