



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Otsego-Northern Catskills BOCES District and Otsego-Northern Catskills BOCES District Educational Support Professionals (2005) (MOA)**

Employer Name: **Otsego-Northern Catskills BOCES District**

Union: **Otsego-Northern Catskills BOCES District Educational Support Professionals**

Local:

Effective Date: **07/01/05**

Expiration Date: **06/30/08**

PERB ID Number: **6613**

Unit Size: **115**

Number of Pages: **9 (MOA – 9)**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

RECEIVED

GEN/6613

JAN 03 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MEMORANDUM OF AGREEMENT
SETTLEMENT OF NEGOTIATIONS BETWEEN
ONC BOCES AND THE ONC BOCES EDUCATIONAL SUPPORT PROFESSIONALS

-
1. Change "Educational Support Personnel" to "*Educational Support Professionals*" throughout the collective bargaining agreement.
-

2. **RECOGNITION CLAUSE** – Change to:

The Board of Cooperative Educational Services (BOCES) recognizes the Otsego-Northern Catskills (ONC) BOCES Educational Support Professionals Association as the exclusive representative of all LTA Instructional Personnel and all other Support Professionals employed half-time or more by the Board. Said unit of employees represented by the Association shall include: *Library Clerk, Clerk/Typist, Clerk, Account Clerk, Sr. Account Clerk, Cleaner, Building Maintenance Worker, Secretary, Keyboard Specialist, Media Services Manger, Van Driver, Bus Driver, Licensed Teaching Assistant, Certified Occupational Therapy Assistant, Occupational Therapist, Physical Therapist, Licensed Practical Nurse, Registered Nurse, Crisis Intervention Specialist and Day Care Coordinator.*

3. **ARTICLE IV – POSTING OF VACANCIES**

The Board of Education will post all new or vacant positions on the ONC Web Site. The Web Site shall be kept up-to-date at all times. A copy of the posting shall also be sent to the Association President. Any unit member who does not have access to the Web Site or prefers a mailed copy, may place his/her name on a list in the Human Resources office and shall receive copies of all vacancies. The individual may indicate the geographical area and type of positions he/she would be interested in.

4. **ARTICLE VIII – HOURS** – Eliminate current Section A and Section B and replace with:

- A. *The hours for full-time teaching assistants shall be six (6) hours not including a thirty (30) minute duty free lunch.*
- B. *The hours for full-time Certified Occupational Therapy Assistants, Occupational Therapists, Physical Therapists, Licensed Practical Nurses, Crisis Intervention Specialists and Day Care Coordinators shall be 6.5 hours not including a thirty (30) minute duty free lunch. ONC reserves the right for the above to attend a month staff meetings with no additional compensation.*
- C. *The hours for all other unit members shall be either seven (7) or seven and one-half (7.5) hours per day not including a thirty (30) minute duty free lunch depending on the*

~~individuals working hours. (The salary schedule is based on the seven (7) hour day of all members working 7.5 hours shall have their salaries adjusted for the extra .5 hours).~~

D. ~~All members shall receive a daily fifteen (15) minute break.~~

5. ARTICLE X – HOLIDAYS – Change as follows:

A. The twelve (12) month educational support *professional* staff will be provided with a minimum of thirteen (13) paid holidays including the following:

New Years Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas (2 days)

6. ARTICLE XII – SICK LEAVE – Change as follows:

E. ~~Upon retirement, an employee who has ninety (90) or more sick days shall receive payment as follows:~~

For 90-109 days	twelve dollars (\$12) per day
For 110-129 days	fifteen dollars (\$15) per day
For 130+ days	twenty dollars (\$20) per day

~~(Example: If a member has 112 days, he/she would receive 112 x \$15 or \$1680; 135 days, he/she would receive 135 x \$20 or \$2700, etc.)~~ For the purpose of this Section retirement shall be defined as the age when the employee files for retirement and collects benefits from the New York State Employees' Retirement System or the Teachers' Retirement System.

~~New Section H.: If a unit member exhausts his/her family sick days, he/she can then apply for up to twenty (20) sick days at a time in the event of a serious or catastrophic illness or accident of an immediate family member. He/she can then reapply for additional sick days in up to twenty (20) day blocks up to a maximum of sixty (60) days. These days will be deducted from his/her own sick leave (not the sick leave bank). Applications will be submitted and reviewed by the Family Sick Leave Bank Committee. The District Superintendent, or his/her designee, may grant additional days upon request.~~

7. ARTICLE XIII – SHORT TERM LEAVES – Change as follows:

A.4. Accumulated Personal Days

Each employee at the end of the year shall have the choice of transferring any unused personal days to his/her sick leave or receiving compensation of ~~thirty-five (\$35)~~ per unused personal day in the employee's last pay period.

B. Bereavement Leave

A unit member shall be granted up to five (5) days leave in the event of the death of a member of his/her immediate family. *Immediate family is defined as parents, brother/sister, spouse, in-laws in the above categories, children (including step-children), grandchildren, and domestic partners.*

A unit member shall be granted up to one (1) day leave in the event of a death of a member of his/her non-immediate family.

The District Superintendent, or his/her designee, may grant additional bereavement days upon request.

8. ARTICLE XV – TRANSFERS – Change as follows:

- a. Transfers and changes in assignment shall be on a voluntary basis whenever possible. Notice of an involuntary transfer shall be given to employees *two (2) weeks* prior to the involuntary transfer except in the case of an emergency.
- b. *A meeting shall be held two (2) weeks prior to the proposed involuntary transfer so that the employee may have the opportunity to explain any hardships due to the transfer.* The employee may, at his/her option, have an Association representative(s) present at any or all such meetings. *Consideration shall be given to the employee's home location as it pertains to the distance traveling for the new position.*

9. ARTICLE XVI-SALAR/TEN (10), ELEVEN (11), & TWELVE (12) MONTH EMPLOYEES – Change as follows:

- a. *In 2005-2006 returning employees shall receive an increase of four percent (4%) over their individual 2004-2005 salaries; in 2006-2007 they shall receive a four percent (4%) increase; and in 2007-2008 they shall receive a four percent (4%) increase.*

B. Starting Salaries:

Column	I	II	III	IV	V
04/05	\$15818	\$16350	\$16881	\$17411	\$17942
05/06	\$15976	\$16514	\$17050	\$17585	\$18121
06/07	\$16136	\$16679	\$17220	\$17761	\$18303
07/08	\$16297	\$16845	\$17393	\$17939	\$18486

Job Categories covered by this Section:

Column I - Library Clerk, Clerk

Column II - Clerk/Typist

Column III - Cleaner

Column IV - Keyboard Specialist, Secretary, Account Clerk

Column V - Media Services Coordinator, Building Maintenance Worker, Van Driver,

Col. VI - Senior Account Clerk

- C. 1. Any person substituting for a person in a higher position in a higher column for more than ten (10) working days shall receive the higher scheduled rate of pay for that position, retroactive to the first day.
2. Except as provided under Article XVII, Section D, any person substituting for a non-bargaining unit member in a higher paying position for more than ten (10) days shall receive the higher scheduled rate of pay for that position to a maximum of twenty-five dollars (\$25) per day.
3. Any person assuming the duties of another person while continuing his/her own job for more than five (5) days shall have his/her additional duties presented and reviewed for possible compensation by the District Superintendent. Such decision by the Superintendent shall be final and binding and shall not be subject to the Grievance and Arbitration Procedure.

10. ARTICLE XVII – SALARY/LICENSED TEACHING ASSISTANTS – Change as follows:

A. *In 2005-2006 returning employees shall receive an increase of four percent (4%) over their individual 2004-2005 salaries; in 2006-2007 they shall receive a four percent (4%) increase; and in 2007-2008 they shall receive a four percent (4%) increase.*

b. Starting Salaries:

2004-2005 -	\$11047
2005-2006 -	\$11157
2006-2007 -	\$11269
2007-2008 -	\$11382

c. Degree Awards –

In addition, teaching assistants with an Associates Degree will receive a \$200 Award; and teaching assistants with a Bachelors Degree will receive a \$400 Award with presentation of proof of degree. If during the course of employment with ONC BOCES, a teaching assistant earns one of the above degrees, he/she will receive the award effective to the date of presenting proof of degree.

d. Certificate

All new teaching assistants are required to have a Licensed Teaching Assistant's Certificate. At the start of employment they will get a Temporary Licensed Teaching Assistant's Certificate. However, they will have to complete the requirements for a continuing Licensed Teaching Assistant's Certificate in the first year.

If for any reason the BOCES need to employ an individual who would have no teaching duties and a licensed teaching assistant was not required, the Board will pay the minimum wage per hour.

e. If, in the event that a teacher is absent in a given class and the licensed teaching assistant for that class is asked to serve as the substitute teacher, the teaching assistant will receive an addition thirty-one dollars (\$31) in 2005-2006, thirty-two (\$32) for 2006-2007, and thirty-three (\$33) for 2007-2008 and thereafter as compensation for the day. In the above event, reasonable effort will be made to secure a substitute licensed teaching assistant. If more than one (1) teaching assistant is assigned to a classroom, the teaching assistant assigned to substitute for the teacher will, subject to ability and fitness to perform the job, be rotated between teaching assistants in that classroom. *The classroom teacher shall decide the order of rotation.*

11. ARTICLE XVIII- SALARY/CRISIS INTERVENTION SPECIALIST – Change as follows:

A. *In 2005-2006 returning employees shall receive an increase of four percent (4%) over their individual 2004-2005 salaries; in 2006-2007 they shall receive a four percent (4%) increase; and in 2007-2008 they shall receive a four percent (4%) increase.*

B. Starting Salaries:

	CIS-I BA/BS	CIS-II BA/BS +Teacher Certification
2004-2005 -	\$20225	\$20984
2005-2006-	\$20427	\$21194
2006-2007-	\$20631	\$21406
2007-2008-	\$20838	\$21620

12. ARTICLE XIX – SALARY/CERTIFIED OCCUPATIONAL THERAPY ASSISTANTS, OCCUPATIONAL THERAPISTS, PHYSICAL THERAPIST, LISENCE PRACTICAL NURSES, REGISTERED NURSES –Change as follows:

A. *In 2005-2006 returning employees shall receive an increase of four percent (4%) over their individual 2004-2005 salaries; in 2006-2007 they shall receive a four percent (4%) increase; and in 2007-2008 they shall receive a four percent (4%) increase.*

13. ARTICLE XX – EXTRA PAY – Change as follows:

B. Longevity

Awards for years of service to the District shall be added to the employee's base salary according to the following schedule based on an overall satisfactory annual performance evaluation:

Years of Service		Ten (10) Month	Twelve (12) Month
10 to 14 years	04-05	\$611	\$733
	05-06	\$635	\$762
	06-07	\$661	\$793
	07-08	\$687	\$825
15 to 19 years	04-05	\$913	\$1098
	05-06	\$950	\$1142
	06-07	\$988	\$1188
	07-08	\$1027	\$1235
20 or more years	04-05	\$1119	\$1343
	05-06	\$1163	\$1397
	06-07	\$1210	\$1453
	07-08	\$1258	\$1511

Longevity shall increase at the same percentage as salary increases.

14. ARTICLE XXI - PAYMENT - Change as follows:

~~A. Credit Union – The BOCES, upon receipt of appropriate written authorization, shall provide through its payroll facilities, the means for the deduction of regular or biweekly payment to the Delaware County Federal Teachers' Credit Union.~~

Delete Section B and re-letter.

ARTICLE XXI – PAYMENT

~~E. — Any employee who works at more than one (1) location in the course of a regular day's work assignment will receive a mileage reimbursement of twenty-six cents (\$.26) per mile for the duration of the Contract. Any increase in the mileage reimbursement rate made by the Board of Education will apply.~~

Delete current Section B and replace with:

E. Any employee who works at more than one (1) location in the course of a regular day's work assignment will receive a mileage reimbursement at the IRS per mile rate.

ARTICLE XXI – PAYMENT

~~F. Direct Deposit of Payroll – The payroll will be prepared every other Friday. Payroll will be directly deposited on the planned payroll date in the Bank designated by the employee. However, the designated Banks will be limited to those Banks which have at least ten (10) employees on the list of participants. The District will not assume any of the costs of the employee's account.~~

Delete current Section F and replace with:

F. Direct Deposit of Payroll – The payroll will be prepared every other Friday. Payroll will be directly deposited on the planned payroll date in the Bank or Credit Union designated by the employee. The District will not assume any of the costs of the employee's account.

H. Upon retirement from BOCES, unit members (employed by BOCES for at least seven (7) years) shall receive two-hundred (\$200) for each full year of service at BOCES. The employee will notify BOCES six (6) months prior to his/her anticipated date of retirement with a non-binding letter of intent. The employee will submit a letter of retirement three (3) months prior to retirement. Except for circumstances in which there are major, unforeseeable life changes, the letter of retirement (3 month) is binding. The District Superintendent may waive the six (6) month notice or three (3) month letter upon request.

3. ARTICLE XXII – INSURANCE – Change as follows

A. Health Insurance

1. Eligibility and Payment

Insurance coverage is available to all unit members, and the District will pay the cost of this coverage in the following manner:

a. Current Employees

i) Full Time

In 2005-06, the District shall provide ninety-nine percent (99%) of the cost of coverage in the Catskill Area Schools Employee Health Benefit Plan for employees enrolled in the Individual Plan. In 2006-2007, the District shall provide ninety-eight and one-half percent (98.5%) of the cost for the individual plan. In 2007-2008, the District shall provide ninety-eight percent (98%) of the cost for the individual plan.

In 2005-2006, the District shall provide ninety-eight and one-half percent (98.5) of the cost of coverage for employees enrolled in the Supplemental Plan; in 2006-2007 ninety-eight percent (98%) of the cost; and in 2007-2008 ninety-seven percent (97%) of the cost.

In 2005-2006, any employee taking family coverage shall pay seven and one-half percent (7.5%) of the difference between the cost of Individual and Family Plans. The District will pay the remainder of the cost of the Family Plan; in 2006-2007, any employee taking family coverage shall pay eight percent (8%) of the difference between the cost of Individual and Family Plans. The District will pay the remainder of the cost of the Family Plan; in 2007-2008, any employee taking family coverage shall pay eight and one-quarter percent (8.25%) of the difference between the cost of Individual and Family Plans. The District will pay the remainder of the cost of the Family Plan.

The employees will contribute the remaining cost through payroll deduction.

In 2005-06, the District shall provide ninety-nine percent (99%) of the cost of coverage of MVP for employees enrolled in the Individual Plan. In 2006-2007, the District shall provide ninety-eight and one-half percent (98.5%) of the cost for the individual plan. In 2007-2008, the District shall provide ninety-eight percent (98%) of the cost for the individual plan. The District shall pay up to the same dollar amount contributed for CASEBP premium. Any cost above the maximum dollar amount will be paid by the employee.

The rest of Section A., Section B, Section C and Section D remain as currently in collective bargaining agreement.

E. Buy-out Option

Any active employee who voluntarily cancels his/her health insurance (Family, Individual or Supplemental) with the District shall receive payment at the following rate:

2005-2006 -	\$3500
2006-2007 -	\$3750
2007-2008 -	\$4000

Such payment will be prorated based on the number of months the employee works within any given year. Eligibility for payment shall continue until the employee requests reinstatement of health coverage, in writing, to the administration. Payment shall be made in the employee's final paycheck for the school year in which the employee was not enrolled in the health insurance plan.

There is no obligation on the part of the District to provide health insurance coverage under the terms of this Agreement if the employee voluntarily cancels per terms of this Article. If conditions necessitate the employee requesting reinstatement of health coverage, the District will provide it upon written application by the employee as long as all criteria of the applicable health insurance carrier are met.

Any employee who elects not to participate in the health insurance plan must present proof of alternative insurance coverage to the administration annually.

Section F remains as currently in collective bargaining agreement.

ARTICLE XXVII – UNION RIGHTS

~~The Board of Education shall provide each Official Delegate of the Union with one (1) day paid leave, if necessary, in order to attend the Annual House of Delegates Meeting.~~

Any documents essential to negotiations required for bargaining by the team will be provided at a cost of no more than the cost of reproduction.

Replace the first paragraph with the following:

The Association may be allowed to use up to four (4) days per school year, non-accumulative, for Association business including but not limited to time at the NEA/NY Delegate Assembly and the Annual Retirement Board Meeting. In addition, the President of the Association will have three (3) days per school year, non-accumulative, for Association business. The Association President will notify the District Superintendent of the usage of this time.

Any documents essential to negotiations required for bargaining by the team will be provided at a cost of no more than the cost of reproduction.

ARTICLE XXX – DURATION OF AGREEMENT

The legal standing of this Contract shall extend from July 1, 2005 through June 30, 2008.