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#### **Contract Database Metadata Elements**

**Title: Otsego, Delaware, Schoharie and Greene Counties BOCES District and Broad of Cooperative Educational Services (BOCES) Educational Support Personnel Association (2003)**

**Employer Name: Otsego, Delaware, Schoharie and Greene Counties District**

**Union: Broad of Cooperative Educational Services (BOCES) Educational Support Personnel Association**

**Effective Date: 07/01/03**

**Expiration Date: 06/30/05**

**PERB ID Number: 6613**

**Unit Size: 115**

**Number of Pages: 30**

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# AGREEMENT

*Between The*

**BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES**  
Sole Supervisory District of  
Otsego, Delaware, Schoharie and Greene Counties

*And The*

**BOCES EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

**RECEIVED**

JAN 03 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

July 1, 2003 to June 30, 2005



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involved in a disciplinary proceeding formally brought by the Board of Cooperative Educational Services will be made available to the employee without cost.

2. No material derogatory in nature shall be placed in an individual's personnel file until after it is initialed by the unit member, unless he/she refuses or is otherwise physically unable to initial the evaluation. Such initials indicate that the unit member has seen the document but do not necessarily indicate agreement with its contents.

C. Dismissal

1. No member of the bargaining unit will be dismissed without due process.
  - a. A unit member against whom dismissal charges are initiated shall be provided by the District Superintendent with written notice of the nature of the charge.
  - b. Upon receipt of charges and proposed action, the employee shall be allowed ten (10) days to respond to them in writing or to request a hearing before the District Superintendent on the charges.
  - c. All new unit members, after a nine (9) month probationary period, will be eligible to due process as called for in Section 75 of the Civil Service Law.
2. Pending the hearing and determination of charges, the District Superintendent may suspend the employee without pay for a period not to exceed thirty (30) days.
3. Nothing in this provision shall be construed as abridging the right of any bargaining unit member or the District from utilizing his/her or their rights under any New York State Law or Regulation as appropriate.

**ARTICLE VII – RESIGNATION NOTIFICATION**

Notification to the District Superintendent must be made in writing at least two (2) weeks prior to termination, exclusive of vacation.

**ARTICLE VIII – HOURS**

- A. The hours for unit members shall be seven (7) hours per day and thirty-five (35) hours per week.

A licensed teaching assistant working in a component District will be expected to be at his/her duty station at a time mutually agreeable between the licensed teaching assistant

and the School District involved, coinciding with the hours of the local School District, but not to exceed six and one-half (6.5) hours including a thirty (30) minute duty-free lunch and at least one (1) additional fifteen (15) minute break. Normal working hours in any Occupational Education Center or other BOCES owned or leased facility shall be six and one-half (6.5) hours including lunch. Licensed teaching assistants may be requested to remain at the end of the pupil day to meet with parents, as needed.

- B. Individual division hours may be revised as necessitated by the educational mission of that division, provided the time is equivalent.

#### **ARTICLE IX – UNSCHEDULED CLOSING**

- A. The employees shall be informed by telephone and appropriate radio stations of unscheduled closing due to weather or other reasons.

- B. Snow days while school is in session are to be handled as follows:

- 1. The Frank W. Cyr Center

If the District Superintendent or Deputy Superintendent of Administration shall determine that the safety of our employees will be jeopardized, the BOCES Center will be closed or work opening delayed.

- 2. If all component schools are closed due to inclement weather by 7:30 a.m., the Cyr Center shall also be closed. BOCES, however, reserves the right to close the Cyr Center if either the Superintendent or his/her designee at their sole discretion believe that road conditions warrant the Center to be closed and conditions unsafe.

Notification of such closing or work delay will be done through the emergency network.

- 3. Occupational Centers

If the Occupational Center is closed, the educational support personnel staff at that Center will not have to report for work that day. However, the custodial staff will ensure that the buildings are secure and walkways and roadways are clear for traffic.

- 4. Teaching Assistants

If a teaching assistant is scheduled for a School which is closed, he/she does not have to attend that School.

5. Hazardous Travel

If, as a result of weather or other hazardous conditions, a true State of Emergency is called by the County Executive in the employee's County of resident, an employee may notify his/her supervisor. Such a decision will not affect the employee's pay if they so notified the supervisor beforehand. All other times, staff are expected to report to work as soon as conditions permit. If they are going to be late, they should notify their supervisor. No employee shall be charged leave time when travel conditions cause the employee to report to work later than the normal scheduled time.

- C. During vacation periods, it is the responsibility of the District Superintendent or her/his designee to make the determination for closing the facilities and notifying the appropriate radio stations.

**ARTICLE X – HOLIDAYS**

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Washington's or Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas (two [2] days)

- B. All holidays shall coincide with the BOCES calendar and the schedule will be finalized at the beginning of each fiscal year.

**ARTICLE XI – VACATION**

- A. All employees hired after July 1, 1984, other than licensed teaching assistants who receive school vacations, will accrue vacation time at a rate of one (1) day per month to a maximum of ten (10) days per year. Accrued vacation days may be used following the nine (9) month probationary period by new employees.
- B. A maximum of ten (10) days of unused vacation may be carried over each year. In any given year, the maximum total of vacation days shall not exceed thirty (30) days.
- C. Accumulated vacation time must be used prior to the effective date of resignation.
- D. Vacation time will be granted to a person who is re-hired in the same position if the employee has been released from previous employment with BOCES through no fault of his/her own.

- E. All employees, following their first full year of work, will take vacation on an annual basis of ten (10) days per year with one (1) additional day added for each year of employment after the first year of employment up to five (5) years.
- F. After ten (10) years of employment, one (1) additional day will be added to the fifteen (15) days already accumulated. One (1) additional day will be added thereafter for every year of work up to a maximum of five (5) days.
- G. Vacation for teaching assistants and van drivers will be school vacations only.
- H. One (1) day of annual vacation may be used in hour blocks.
- I. Vacation Notification  

Requests for vacation must have prior approval by the immediate supervisor and Human Resources Coordinator. Each request is to be submitted, in writing, at least one (1) week prior to the first day requested. If two (2) or fewer days are to be used, the one (1) week's notification will be reduced to two (2) days.
- J. Temporary employees will not accrue vacation time while working as temporary employees. If employment status changes from temporary to regular employment, vacation benefits will be accrued from the date of original employment.

## **ARTICLE XII – SICK LEAVE**

- A. Unit members employed on a ten (10) month contract shall be granted, on the first day of the school year, fifteen (15) days of sick leave (of which two [2] days may be used as personal leave and four [4] days for family illness each year), cumulative to two hundred (200) days. Ten (10) month employees shall be allowed to accumulate additional days above two hundred (200) to a maximum of two hundred twenty (220), for the purpose of banking such days to be converted to payment upon retirement, as specified in Section E.
- B. Those employed on eleven (11) or twelve (12) month contracts shall be granted one and one-half (1.5) days for each month beyond the regular school year, cumulative to two hundred ten (210) and two hundred twenty (220) days respectively. Two (2) days may be used for personal leave and five (5) days may be used for family illness each year. Twelve (12) month employees shall be allowed to accumulate additional days above two hundred twenty (220), to a maximum of two hundred forty (240), for the purpose of banking such days to be converted to payment upon retirement, as specified in Section E. The maximum award of Section E shall still apply to such employees.

For the purpose of this Article, (Sections A and B), family shall be defined as immediate family members, or persons residing at the employee's household.



- C. Employees hired after July 1, 1984, shall accrue sick leave days at the rate of one and one-half (1.5) days per month.
- D. Absences for medical appointments during the day shall be limited to five (5) occurrences (maximum one and one-half [1.5] hours per occurrence) per employee per year without deduction from sick leave credits. All other illnesses will be deducted from the Sick Leave Section of this Agreement, and charged to the employee in hourly blocks. The parties agree that the practice of unlimited use of scheduled medical visits without deduction from leave credits shall cease.

However, in the event that an absence exceeds one and one-half (1.5) hours, the entire time of absence shall be deducted from the employee's sick leave. These absences require that three (3) days prior notice be given to the employee's immediate supervisor.

- E. Upon retirement, an employee who has one hundred twenty-five (125) or more accumulated sick days shall receive a payment of one thousand five hundred dollars (\$1,500), plus twelve dollars (\$12) for each accumulated day beyond one hundred twenty-five (125) days, to a maximum of two thousand six hundred forty dollars (\$2,640) for two hundred twenty (220) days or two thousand eight hundred eighty dollars (\$2,880) for two hundred forty (240) days, as applicable. 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 New York State Teachers' Retirement System.
- F. If an employee is receiving any District sponsored Workers' Compensation Insurance benefit, the dollar amount per day for which the employee is eligible shall be forwarded to the District. The employee will not be charged for sick leave for any such reimbursed day.
- G. Sick Leave Bank
  - 1. A Sick Leave Bank will be established for the purpose of providing additional sick leave for eligible employees suffering from long-term illness or injury.
  - 2. In order to be eligible to participate in the Bank, an employee must have completed one (1) full year of service and must contribute one (1) day of accumulated sick leave annually to a maximum of three (3) days. If the Sick Bank becomes exhausted of days, all members will be required to contribute days to replenish the Bank. When such contribution is made, the employee's accumulated sick leave days will be reduced by one (1) day. Unit members hired as of September of any school year may join the Sick Leave Bank by October 1 of that year. Unit members hired at any other time of the school year may join the Bank within thirty (30) calendar days after their starting date. The one (1) year eligibility rule for use of the Bank shall continue. Once a unit member has joined the Sick Bank, he/she shall remain a member until he/she withdraws membership in writing to the Human Resource office. There will be a cap of a maximum of five hundred (500) days allocated to two hundred fifty (250) days from the BOCES and two hundred fifty (250) days from the Association.

3. The individual's personal sick leave must be totally depleted prior to becoming eligible to use the Sick Leave Bank.
4. Only illnesses or injuries that are serious and prolonged will be considered as acceptable for Sick Leave Bank use. Therefore, an employee must be absent at least five (5) continuous days with or without pay to qualify. Written application should be made to the Board of Directors at least ten (10) working days before anticipated needs so as to expedite application processing. The application will be accompanied by supporting statement(s) from a physician and other data establishing need. A medical doctor's certificate may be required at any time and the employee must continue under a doctor's care throughout the period of illness or disability. The Board of Directors reserves the right to require a second opinion at any time.
5. The Bank will be administered by a Board of Directors consisting of two (2) members appointed by the President of the Educational Support Personnel Association and two (2) members appointed by the Executive Officer. These members will serve for the Contract period. No action by this Board of Directors will be valid without at least three (3) members present. The Board of Directors must meet at least once annually and present an annual report to the Board of Education and the Educational Support Personnel Association. The decisions of this Committee are final and binding on all parties and shall not be subject to the Grievance Procedure.
6. Unit members employed during their first three (3) years of service will be entitled to twenty-five (25) days sick leave days per school year from the Sick Leave Bank provided all normal requirements and prerequisites have been complied with, with a split of twelve and one-half (12.5) days coming from BOCES' contributions and twelve and one-half (12.5) days from the Association's contributions. Unit members employed for three (3) years or more will be entitled to fifty (50) days sick leave days per school year provided, however, that the additional twenty-five (25) days shall be taken from the Association's contributions solely. The above days shall be retroactive to the first unpaid day.
7. If an employee is receiving any District sponsored Workers' Compensation Insurance benefit, the dollar amount per day for which the employee is eligible shall be forwarded to the District. The dollar amount shall be converted to a fraction of the person's regular daily pay and the Bank shall be charged one (1) day less this fraction. Any person failing to comply with the above shall be deemed ineligible to use days from the Sick Leave Bank.

## **ARTICLE XIII – SHORT TERM LEAVES**

### **A. Personal Leave Days**

1. Ten (10) month employees shall be granted two (2) personal leave days per year, in addition to the two (2) personal leave days which may be taken from sick leave.
2. Eleven (11) and twelve (12) month employees shall be granted three (3) personal leave days per year, in addition to the two (2) personal leave days which may be taken from sick leave.
3. Requests for personal leave shall have prior approval by the immediate supervisor and the Human Resources Coordinator and shall be verified in writing. Employees need not specify the exact nature of the use of personal time. Personal time may not be used to extend a vacation or holiday. Personal days are intended for emergencies and unavoidable business. In unusual circumstances, the District Superintendent may approve additional time.
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 twenty dollars (\$20) per unused personal day in the employee's last pay period.

### **B. Bereavement Leave**

A unit member may be granted up to five (5) days leave in the event of the death of a member of his/her immediate family.

## **ARTICLE XIV – LEAVE FOR PERSONAL REASONS**

### **A. Conditions of Leave**

After eighteen (18) months of service, a leave of absence for health reasons (substantiated by a physician's statement), vacation without pay, for an individual to take another position within the BOCES, or a leave of absence for other good and valid reasons (if approved by the Board of Education), shall be honored for a period of up to one (1) year. The employee receiving such leave may return to a position similar or equal to the one held at the time of taking such leave.

Said leave shall be without pay. Except in cases of involuntary leave for health reasons, where all paid leave entitlements have been depleted, entitlements for vacation, sick leave and personal leave shall be prorated according to the percentage of the work year worked, rounded to whole days, for the year in which the unpaid leave is granted.

Such leave requests shall be in writing, stating reasons and must be received thirty (30) days prior to the requested date of leave. It is expected that all allowable vacation time will be used before requests for short term leaves without pay are requested.

While on an approved unpaid leave of absence, District paid benefits under this Agreement will cease on the first day of the next month after the unpaid leave commences and will be reinstated on the day the employee returns to work. The unit member shall have the option to remain an active participant in health and dental benefit programs by contributing the full cost of programs selected by employees. Such employee will not accrue any other contractual benefits during the period of unpaid leave.

**B. Re-employment Rights**

An employee who is granted an unpaid leave shall have the following re-employment rights:

1. Upon return, the employee will be assigned to the same or substantially equivalent position held at the time of leave.
2. An employee returning to employment from a full year's leave of absence will be entitled to the salary being paid at the time of leave, plus the increase available to employees for the year in which he/she is returning.
3. An employee returning to employment from an unpaid leave of absence for a portion of a year will receive salary increases based on the following schedule:

Days Worked		Percentage of Increase
Ten (10) Month	Twelve (12) Month	
Less than 25	Less than 30	None
25 to 59	31 to 71	25%
60 to 99	72 to 119	50%
100 to 139	120 to 167	75%

**ARTICLE XV – TRANSFERS**

- A. Transfers and changes in assignment shall be on a voluntary basis whenever possible. Notice of an involuntary transfer shall be given to employees one (1) week prior to the involuntary transfer except in the case of an emergency.
- B. An involuntary transfer or change in assignment shall be made only after a meeting between the employee involved and the immediate supervising administrator, at which time the employee shall be notified of the reason therefore. The employee may, at his/her option, have an Association representative(s) present at any or all such meetings.

Nothing in this Paragraph shall be deemed to give unit employees the right to challenge or grieve the reasons for involuntary transfers or changes in assignment.

- C. When more than one (1) unit member applies for a vacancy to the same position, the applicant with seniority shall be given the position, provided qualifications and ability, in the District's estimation, are equal.

**ARTICLE XVI – SALARY / TEN (10), ELEVEN (11) AND TWELVE (12) MONTH EMPLOYEES**

- A. In 2003-2004 returning employees shall receive an increase of three percent (3%) over their individual 2002-03 salaries. Starting salaries will be increased by percent (2%).

Starting Salaries – 2003-04 (First Step)

Column	I	II	III	IV	V	VI	VII
	\$15,062	\$15,569	\$16,074	\$16,580	\$17,085	\$17,589	\$18,095

- B. In 2004-2005 returning employees shall receive an increase of three percent (3%) over their individual 2003-2004 salaries. Starting salaries will be increased by two (2%).

Starting Salaries – 2004-2005 (First Step)

Job categories covered by this Article:

Column I - Night Custodian, Library Clerk

Column II - Clerk/Typist, Account Clerk II

Column III - Assistant Media Services Manager, Custodian

Column IV - Secretary, Accounts Payable Clerk, Account Clerk I, Technician

Column V - Media Service Manager, Head Custodian, Delivery Van Driver

Column VI - Vacant

Column VII - Administrative Assistant, Crisis Intervention Specialist

- 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.

**ARTICLE XVII – SALARY / LICENSED TEACHING ASSISTANTS**

- A. In 2003-2004 returning licensed teaching assistants shall receive an increase of three (3%) over their individual 2002-2003 salaries. Starting salaries will be increased by two (2%).

Starting Salaries – 2003-2004 (First Step)

<u>2003-2004</u>	<u>LTA - I</u>	<u>LTA - II</u>
	\$10,520	\$10,556

- B. In 2004-2005 returning licensed teaching assistants shall receive an increase of three (3%) over their individual 2003-2004 salaries. Starting salaries shall be increased by two (2%).

<u>2004-2005</u>	<u>LTA - I</u>	<u>LTA - II</u>
	\$10,730	\$10,767

LTA I - High School graduate with a Licensed Teaching Assistant’s Certificate

LTA II - Holders of a Licensed Teaching Assistant’s Certificate with schooling beyond High School equal to an Associate’s Degree or its equivalent or better.

- C. Licensed Teaching Assistants (LTAs)

1. 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.
2. If for any reason the BOCES needs 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.

3. The guidelines for licensed teaching assistants will follow State Education Department regulations.
- D. 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 licensed teaching assistant will receive an additional thirty dollars (\$30) compensation for the day. In the event, reasonable effort will be made to secure a substitute licensed teaching assistant. If more than one (1) licensed teaching assistant is assigned to a classroom, the licensed teaching assistant assigned to substitute for a teacher will, subject to ability and fitness to perform the job, be normally rotated between the licensed teaching assistants in that classroom.
- E. It is recognized by the parties that clerical employees covered by this Agreement shall not be expected to routinely supervise students.
- F. Any licensed teaching assistant that would like to get their Commercial Drivers License (CDL) must apply and be approved by the Director of Innovative Programs or his/her designee. If approved, all course work including the cost of the license will be paid by the BOCES. It is understood that a Commercial Drivers License is not a requirement for the job.

**ARTICLE XVIII – SALARY / CRISIS INTERVENTION SPECIALISTS**

- A. In 2003-2004 returning crisis intervention specialists shall receive an increase of three percent (3%) over their individual 2002-2003 salaries. Starting salaries will be increased by three percent (2%).

Starting Salaries – 2003-2004 (First Step)

2003-2004	CIS - I BA/BS	CIS - II BA/BS + Teacher Certification
	\$19,259	\$19,983

- B. In 2004-2005 returning crisis intervention specialists shall receive an increase of three (3%) over their individual 2003-2004 salaries. Starting salaries will be increased by two percent (2%).

Starting Salaries – 2004-2005 (First Step)

2004-2005	CIS - I BA/BS	CIS - II BA/BS + Teacher Certificate
	\$19,643	\$20,382

**ARTICLE XIX – SALARY / CERTIFIED OCCUPATIONAL THERAPY ASSISTANT,  
OCCUPATIONAL THERAPIST, PHYSICAL THERAPIST**

- A. In 2003-2004 returning certified occupational therapy assistants, occupational therapists and physical therapists shall receive an increase of three percent (3%) over their individual 2002-03 salaries.
- B. In 2004-2005 returning certified occupational therapy assistants shall receive an increase of three percent (3%) over their individual 2003-2004 salaries.

**ARTICLE XX – EXTRA PAY**

A. Overtime

- 1. All overtime must be previously approved by the immediate supervisor. Time worked over forty (40) hours per week will be compensated by time and one-half (1.5) pay.
- 2. If an employee is called by a member of the BOCES supervisory team or administration to do emergency work such as clear snow, repair work, to meet payroll, schedule deadlines, etc., at other than regular work hours or while a building is closed, said employee will receive a minimum of four (4) hours pay at his/her individual rate. Should the job take more than four (4) hours, the employee will receive his/her regular hourly rate up to forty (40) hours per week. Beyond forty (40) hours per week, overtime will be paid at time and one-half (1.5) pay.
- 3. An individual employee who makes a security check on weekends and holidays will receive one (1) hour's pay for each such building check.
- 4. If positions as Class Advisor are available to members of the Bargaining Unit during the term of this Agreement, any unit member serving as an Advisor shall be paid a stipend of five hundred dollars (\$500) for the year in which the duties are performed. Duties to be performed in return for this stipend are set forth in Appendix A.

B. Longevity

Stipends 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:



For 2003-2004 (Three [3 %] increase)

<u>Years of Service</u>	<u>Ten (10) Month</u>	<u>Twelve (12) Month</u>
10 to 14	\$593	\$712
15 to 19	886	1,066
20 or more	1,086	1,304

For 2004-2005 (Three [3%] increase)

<u>Years of Service</u>	<u>Ten (10) Month</u>	<u>Twelve (12) Month</u>
10 to 14	\$611	\$733
15 to 19	913	1,098
20 or more	1,119	1,343

Longevity shall increase at the same percentage as salary increases.

C. Advanced Study

If a unit member utilizes Article XX, Section C of this Agreement, they may not take advantage of Article XXIV, Section B.2. of this same Agreement. Beginning July 1, 1990, employees completing pre-approved college level courses of study related to their work assignment shall receive forty dollars (\$40) for each college credit hour. Beginning July 1, 1992, such reimbursement shall be limited to a maximum of forty-two (42) credit hours.

D. Relocation

Employees who are required to relocate their work stations and who must do so at a time other than a normally scheduled workday will be paid their normal per diem rate for the move.

**ARTICLE XXI – PAYMENT**

Payment is made on a current basis biweekly on Fridays. All questions regarding payroll should be directed to the BOCES Treasurer.

A. Payroll Deductions

1. Dues

- a. BOCES shall provide, through its payroll facilities, a means of deducting the dues of the BOCES Educational Support Personnel Association where requested by the individual employee.

- b. BOCES agrees to transmit a check for the total sum deducted to the BOCES Educational Support Personnel Association within a period of twenty (20) days following such deductions.
- c. Dues deductions shall be made in equal installments over the fiscal year.
- d. The employee's authorization for dues will be in writing.
- e. The following form of authorization shall be used:

=====

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number \_\_\_\_\_  
 Name - Last, First \_\_\_\_\_  
 District Name Otsego-Northern Catskills BOCES  
 Organization BOCES Educational Support Personnel Association

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all right and claim to said moneys so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its Officers from any liability therefore. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this School System, or until revoked by me in writing between September 1 and September 15 of any given year.

Employee Signature \_\_\_\_\_  
 Date \_\_\_\_\_

=====

- 2. Agency Fee
  - a. The District and the Association recognize that the negotiation and administration of Collective Agreements and related activities entail expenses which are appropriately shared by all employees covered by such Agreements. They further recognize that the Association, by reason of its status as "Exclusive Representative" of all employees in the negotiating unit, is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of any employee who chooses not to be a member of the Association an Agency Fee in the amount equivalent to the unified dues of the Association and to promptly transmit such sums so deducted to the Association.

- b. Deduction of this Agency Fee shall be made consistent with the dues deduction schedule of this Agreement beginning in July and ending in June of each school year or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees who are hired after October 1 of any school year as they occur. Deductions shall be appropriately prorated so as to be the same as the deductions made to Association members.
- c. The District shall, within ten (10) days following each pay period from which a dues deduction was made, transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of all employees and the amount of each deduction. The Association shall be responsible for the final accounting of all fee receipts and distributions.
- d. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid Contract provision by reason of any actions or suits brought against the District by any employee in this unit.

B. 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 payments to the Delaware county Federal Teachers' Credit Union.

C. A Tax Sheltered Annuity of the employee's choice.

D. United States Savings Bonds.

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.

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.

G. Flexible Benefit Plan (I.R.S. Section 125)

The BOCES will make available to unit members a Flexible Benefit Plan (I.R.S. Section 125) with a view towards implementation by January 1, 1998. The BOCES agrees to pay

for the administration cost of this Plan which it understands to be approximately three dollars (\$3) per month for those persons who choose to option for this benefit. BOCES however, will be the sole determinate of the premium provider. It is further understood that BOCES in its sole discretion will review the application of this program after two (2) years and at that time determine whether this benefit will continue as established. BOCES may either modify or discontinue the program as it sees fit.

H. Payment for Years of Service

Upon retirement from BOCES, unit members shall receive one hundred dollars (\$100) for each full year of service with the BOCES to a maximum of forty (40) years. The employee will notify the BOCES six (6) months prior to his/her anticipated date of retirement. The employee may revoke the letter of intent due to unforeseen circumstances. To be eligible, unit members must be employed by BOCES for seven (7) years.

**ARTICLE XXII – INSURANCE**

A. Health Insurance

I. 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

The District shall provide one hundred percent (100%) of the cost of coverage in the Catskill Area Schools Employee Health Benefit Plan for employees enrolled in the Individual or Supplemental Plan. If an employee chooses Family coverage, the District shall pay ninety-three percent (93%) of the difference between the Individual and Family Plans, with the employee paying the remaining seven percent (7%) through payroll deduction. These health insurance contributions will become effective September 1, 1992.

The District shall provide one hundred percent (100%) of the cost of coverage for CHP or MVP for employees enrolled in the Individual Plan. If an employee chooses Family coverage, the District shall pay up to the same dollar amount contributed for the CASEBP Family premium. Any cost above the maximum dollar amount will be paid by the employee.

ii) Part-Time

If any employee works fifty percent (50%) or more in an unencumbered position, the District will pay the premium paid for full-time employees. An employee whose position is involuntarily reduced to less than fifty percent (50%) shall have no reduction in District contribution to the insurance premium.

b. New Employees

New employees will be covered, upon application, on their first day of employment pursuant to Subdivision 115 of the Catskill Area Schools Employee Benefit Plan, if proper forms and applications have been submitted to the Business Office.

c. Multiple Coverage

Employees who show proof of coverage in the insurance plan of an individual who is a member of any other group plan shall be provided with Supplemental Coverage under the Catskill Area School Employee Health Benefit Plan. Should such coverage cease, the employee shall have immediate coverage as described in Section b. above, upon application.

2. Terms of Coverage

All data obtained by the Plan Administrator with respect to claims shall be considered confidential and shall be made available to persons involved or connected with the Plan strictly on a need-to-know basis and such data shall be utilized for no other purpose than is necessary for the administration of the claims. No information shall be released to a third party without the express, written consent of the employee affected. No health data obtained by the Plan may be used to discipline or dismiss an employee.

B. Health Insurance for Future Retirees

1. To be eligible for the benefits of health insurance set forth in Article XXII, Section B, a member of this bargaining unit must be employed for no less than seven (7) years by this BOCES.
2. Upon retirement from employment the Board of Cooperative Educational Services shall pay seventy-five percent (75%) of the cost of health insurance coverage for retired employees and fifty percent (50%) of the cost for their dependents. This provision shall commence for employees retiring after July 1, 1990.
3. The dollars generated from Article XXI, Section H., may be used to pay their share of the yearly retirees' health insurance premium until the dollars generated

by Article XXI. H. are used up. Should the retiree die, prior to using the entire fund, the remainder shall be paid to the retirees' estate.

4. 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 New York State Teachers' Retirement System.

C. Dental Insurance

1. The Board shall provide payment for a dental plan which will be ONC Dental Plan. If another plan is provided, it shall be equal in every respect and must be approved by the Association's Executive Committee.
2. The employee will pay equal cost as paid during the 1999-2000 year.

- D. If a change in health insurance carriers is made by the employer, coverage will not be diminished.

E. Buy-Out Option

An active employee who voluntarily cancels his/her health insurance with the District shall receive full payment of twenty-five percent (25%), of the premium in effect on September 1 of the year in which the voluntary cancellation is made. Such payment will be prorated based upon the number of months the employee works within any given work 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.

F. Prescription Co-Pay

The co-payment for prescription drugs shall be five dollars (\$5) for generic prescriptions and ten dollars (\$10) for brand prescriptions. The co-payment for mail-in prescription drugs remains at zero dollars (\$0). The co-payment for prescription drugs is five dollars (\$5) for name brand, if no generic equivalent is available or if the employee's doctor will not write a generic prescription.

## ARTICLE XXIII – DISABILITY INSURANCE

The District shall make disability insurance available, at the employee's expense through payroll deduction. The plan shall be chosen by the Association. The Association agrees to fully indemnify ONC BOCES with respect to any future claims or suits as a result of the implementation of this provision.

## ARTICLE XXIV – ADVANCED EDUCATION

### A. Advanced Education – Adult Education

When a specific class is developed under the BOCES Adult Continuing Education Program which may enhance the professional development of educational support personnel, the employee may request approval of the District Superintendent to participate. If approved, the cost of tuition will be waived. Such applications will not be included in determining minimum enrollment standards when required.

### B. Advanced Education Grants

#### 1. Criteria

- a. Only ten (10) through twelve (12) month, full-time employee unit personnel are eligible to apply for grants.
- b. Employees are eligible to apply after one (1) full year of successful employment.
- c. The following priorities, in rank order, will be used in awarding grants:
  - i) Those employees who have not previously received a grant will be given priority over those who have.
  - ii) Applications will be evaluated upon merit to the individual's job performance.
  - iii) All things being equal, grants will be awarded on the basis of seniority.
- d. If an employee is receiving educational expense funds from another source, he/she will be ineligible to receive a grant.
- e. Courses should be specifically related to job performance and assignment and be offered by a college, university, or other State approved program. Employees may be requested to provide additional information about course content and how it relates to job performance. Examples of appropriate courses would include:

Clerk/Typist - Office Practice, Bookkeeping, Typing

Teaching Assistant - Improving Math Skills, Individualized Instruction,  
Psychology of Adolescence

- f. An employee will be given the reason for the denial of a grant request, and will be given the opportunity to respond in writing with further explanation and a request for reconsideration.

## 2. Grants Available and Eligible Expenses

If a unit member utilizes Article XXIV, Section B. 2. of this Agreement, they may not take advantage of Article XX, Section C. of this same Agreement.

- a. A maximum of sixteen (16), two hundred twenty-five dollar (\$225) grants will be available. Nine (9) grants will be available for the Summer semester. A minimum of three (3) grants will be available for Fall and Spring semesters. Any unused grants in a semester shall be carried over to the following semester for additional grants and/or conferences, within the same fiscal year.
- b. Eligible expenses for grants include tuition, books and travel. Reimbursement will be at the rate paid in the negotiated Agreement.
- c. Any money not committed to study grants after the third trimester deadline will be made available for conference applications. Applications should be submitted to the Human Resources Coordinator and will be individually evaluated. Applications will be approved or rejected on the basis of the merit offered to the employee's department.
- d. Any unused funds at the end of the school year, after conference days, will be divided among the grant recipients based on actual expenses.

## 3. Payment

- a. Vouchers must be submitted for payment at completion of course work with the following attached:
  - i) Proof of successful course completion;
  - ii) Proof of payment (receipts or canceled check copy) for tuition or books;
  - iii) Completed Course Expense Sheet



- b. Submit claims for payment to the Human Resources Coordinator.
- c. Upon receipt of Course Expense Sheet and necessary backup materials, payment will be made on the next bill schedule.

4. Application Procedure

- a. Applications available upon request from the Human Resources Coordinator.
- b. Deadline for applications:
  - June 1 ..... Summer Session
  - September 30 ..... Fall Semester
  - January 31 ..... Spring Semester
- c. Applications are submitted to the Human Resources Coordinator for preliminary review.
- d. The Human Resources Coordinator recommends to the District Superintendent and Association President.
- e. Final approval will come from the Board of Education.
- f. The Human Resources Coordinator will notify all applicants of grant status after Board of Education action.

C. Conference Days

- 1. Applications will be received throughout the year until June 1; evaluation and reimbursement by June 30.
- 2. A maximum of seventy-five dollars (\$75) per day, for conference registration, meals, mileage and other related expenses may be approved for reimbursement.
- 3. Applicants must submit proof of payment.
- 4. The following priorities, in rank order, will be used in awarding conference days:
  - a. Employees will be eligible for one (1) conference per year.
  - b. Those employees who have not previously received conference day reimbursement will be given priority over those who have.
  - c. Applications will be evaluated upon merit to the individual's job performance.

- d. All things being equal, conference day reimbursement will be awarded on the basis of seniority.
- D. A unit member will be reimbursed for expenses within thirty (30) days of re-submission of the conference request form and receipts. This Board of Cooperative Educational Services will prepay registration and hotel costs upon a thirty (30) day advance request by a conference participant. Upon a thirty (30) day advance request, an advance will be made available toward mileage and meal costs. All expenses must be fully documented and any surplus funds immediately returned to the Board of Cooperative Educational Services.

#### **ARTICLE XXV – RETIREMENT**

- A. Beginning 1990-1991, the Board of Education has adopted the Non-Contributory Plan (Section 75-i) for employees covered under Tier I and Tier II of the New York State Employees' Retirement System (employees hired before July 27, 1976) and the New York State Teachers' Retirement System.
- B. All full-time employees hired between July 27, 1976 and August 31, 1983 are required to be enrolled in Tier III of the New York State Employees' Retirement System or the New York State Teachers' Retirement System.
- C. All full-time employees hired on or after September 1, 1983 are required to be enrolled in Tier IV of the New York State Employees' Retirement System or the New York State Teachers' Retirement System.
- D. Full-time licensed teaching assistants are required to be enrolled in the New York State Teachers' Retirement System with the Tier to be determined by the date of membership.
- E. Part-time employees have the option of joining the New York State Employees' Retirement System or the New York State Teachers' Retirement System. (For purposes of the Retirement System only, any employee working less than twelve [12] months is considered a part-time employee.)

#### **ARTICLE XXVI – GRIEVANCE PROCEDURE**

- A. Definitions
  - 1. "Grievance" is any claimed violation, misinterpretation or inequitable application of the existing Agreement.
  - 2. "Grievant" is the person(s) making the grievance or the Association when it makes the grievance.

3. "Immediate Supervisor" is the person to whom the employee is directly responsible.
4. "Superintendent" is the Chief Executive Officer of the Board or a member of the BOCES administration who has been designated in writing by such officer to act on his/her behalf.
5. "Board" is the Board of Cooperative Educational Services, Sole Supervisory District of Otsego, Delaware, Schoharie and Greene Counties.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Stage 1

The aggrieved employee shall present his/her grievance orally to his/her immediate supervisor who shall orally and informally discuss the grievance with the employee.

2. Stage 2

If the grievance is not resolved by the immediate supervisor within ten (10) working days, the grievance shall be submitted in writing to the grievant's immediate supervisor within forty-five (45) working days of the grievant's knowledge of the cause of the grievance.

3. Stage 3

Failure to receive a decision from the immediate supervisor within ten (10) working days of submission of written grievance, the grievance may be submitted to the District Superintendent within ten (10) working days.

4. Stage 4

Within fifteen (15) working days of such submission or within fifteen (15) working days of decision by the Superintendent, the grievant may submit the grievance directly to the Board.

At the next regularly scheduled Board meeting following receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in Executive Session. Within ten (10) working days after the conclusion of the hearing, the Board of Education shall render a decision in writing.

5. Stage 5

Within fifteen (15) working days of the decision by the Board of Education, the grievant may submit the grievance to Arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of said Arbitration shall be borne equally by the parties.

**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.

**ARTICLE XXVIII – EXTENSION CLAUSE**

All provisions of the Agreement, including current salary step placement, will remain in effect unless jointly changed by the Board of Education and the BOCES Educational Support Personnel Association for a period not to exceed four (4) years.

**ARTICLE XXIX – TAYLOR LAW REQUIREMENT**

IT IS AGREED THAT ANY PROVISION 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 XXX – DURATION OF AGREEMENT**

The legal standing of this Contract shall extend from July 1, 2003 through June 30, 2005.

FOR THE DISTRICT

FOR THE ASSOCIATION

*Marie Warchol*

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Dr. Marie Warchol  
District Superintendent  
Otsego-Northern Catskills BOCES

*Gail E. Miner*

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GAIL E. MINER  
Association President  
BOCES Educational Support Personnel

*11/14/03*

\_\_\_\_\_  
Date

*11/13/03*

\_\_\_\_\_  
Date

## APPENDIX A – PAYMENT OF CLASS ADVISORS

- A. For a basic stipend of five hundred dollars (\$500), it is expected that the Advisor will do the following:
1. Register students into the organization and make sure the dues are paid;
  2. Conduct the election of Officers;
  3. Hold regular chapter meetings and facilitate such meetings;
  4. Be responsible for raising funds;
  5. Be responsible for doing service projects;
  6. Prepare students for various competitions;
  7. Attend local, regional (District) and State meetings with the students; and
  8. Monitor the Treasurer.
- B. If duties go beyond the above expected list, the Advisor may request consideration for an additional stipend by a Committee consisting of the Building Principal and former Advisors who shall make a recommendation to the Superintendent or his/her designee for a final decision. The Committee would use the guidelines below in making its decision for an additional stipend:
1. Did the Advisor have a State Officer and thus the requirement of advisement to this student?
  2. Were additional weekend, vacation and/or Summer meetings required?
  3. Did the Advisor go to the National Convention?
  4. Did the Advisor hold the Chairmanship of competition, State conferences or events?
  5. Did the Advisor hold a leadership and/or awards banquet with the club?
  6. Was the personal time required well above normal?

If a special activity requires the Advisor to supervise over twelve (12) students, or if a special circumstance occurs, the Advisor should discuss with the Building Principal the need for an additional supervisor. (For example, a trip to State competition with eighteen [18] students would likely require an additional supervisor.)

## **ATTACHMENT A – MEMORANDUM OF UNDERSTANDING**

### **Elementary, Secondary Education Act (ESEA)**

During the period of this Agreement (2003-2005), if mandates and regulations for the Elementary, Secondary Education Act (ESEA) (also known as: No Child Left Behind) or the New York State Education Department require changes or additions to the terms and conditions of employment, of the certified or licensed professional personnel represented by the ONC BOCES, the District and the Association will reopen negotiations for the specific purpose of addressing those mandates, regulations or changes.