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AGREEMENT BETWEEN

**ORANGE-ULSTER BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

for

Para-Educator Unit

JULY 1, 2010

to

JUNE 30, 2014

ORANGE-ULSTER BOCES

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**ORANGE-ULSTER BOARD OF COOPERATIVE EDUCATIONAL SERVICES
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION**

I PROFESSIONAL NEGOTIATIONS AGREEMENT

This Agreement is made and entered into by and between the Board of Cooperative Educational Services, Sole Supervisory District of Orange and Ulster Counties, Goshen, New York, hereinafter referred to as "BOCES" and the United Public Service Employees Union (Para-Educator Unit) hereinafter referred to as "UPSEU"

II PURPOSE

In order to effectuate the provisions of the Taylor Law, to encourage and increase effective and harmonious working relationships in the school system, and to provide the highest educational standards, this Agreement is made and entered into as of the 1st day of July, 2010, and expires on the 30th day of June, 2014 by and between BOCES and the Para-Educator Unit.

III RECOGNITION

BOCES recognizes the United Public Service Employees Union as the exclusive bargaining representatives of the Para-Educator Unit consisting solely and only of PARA-EDUCATORS, TECHNICAL PARA-EDUCATORS, OCCUPATIONAL PARA-EDUCATORS, FOOD SERVICE HELPERS, SENIOR FOOD SERVICE HELPERS hereinafter referred to as "Para-Educator".

IV EFFECTIVE DATE

This Agreement shall become effective as of July 1, 2010 and shall remain in effect until June 30, 2014.

V DEFINITION OF EMPLOYMENT/EMPLOYMENT YEAR

A. The employment year is defined as September 1 through the following June 30 for ten-month Para-Educators. The work year shall be set at the sole discretion of BOCES. In cases where Para-Educators are actually present and working for 188 days any additional days beyond that number shall be salaried at the 1/200th of the Para-Educator's annual salary.

B. If a Para-Educator is hired after close of business January 31st, he/she will remain on the step which he/she was hired.

C. All Para-Educators will be given a copy of BOCES Job Description at New Staff Orientation.

VI DEFINITION OF WORKDAY

- A.** The workday will begin at the start of student classes each morning and continue through the completion of student bus dismissal, not to exceed six (6) hours. Each Para-Educator shall be entitled to one (1) thirty (30) minute or two (2) fifteen (15) minute duty free periods each workday. Student class starting times for the various programs will be listed in the faculty handbook. All Para-Educators will be required to attend a faculty meeting once per month, as determined by the Director of Special Education, Director of CTEC or Program Administrator. All Para-Educators attending faculty meetings will only be required to stay for one (1) hour past the end of the workday. Those who wish to stay longer may do so. Para-Educators will be notified forty-eight (48) hours prior to any faculty meetings.
- B.** The workday for Occupational Para-Educators and Technical Para-Educators, will be a total of 7.5 hours per day and will be entitled to a thirty (30) minute duty free period each day. Career & Technical Education Para-Educators will work from 3:15 p.m. to 3:45 p.m. when requested.
- C.** The workday for Food Service Helpers will be a total of six (6) hours per day. The workday for Senior Food Service Helpers will be a total of 7.5 hours per day.

VII CALENDAR

The work year for Para-Educators shall conform with the school calendar. In the event of a deviation from the calendar, i.e. the closing of school because of inclement weather or other emergencies, all Para-Educators shall continue to receive full pay.

VIII SALARY

All members of the bargaining unit shall receive the following salaries:

- A.** Effective July 1, 2010, employees shall receive a five percent (5%) wage increase inclusive of Step, pursuant to Salary Schedules Appendix A through E attached hereto.
- B.** Effective July 1, 2011, employees shall receive a five percent (5%) wage increase, inclusive of Step, pursuant to Salary Schedules Appendix A through E attached hereto.
- C.** Effective July 1, 2012, employees shall receive a five percent (5%) wage increase, with no Step movement.
- D.** Effective upon ratification of this Agreement, the parties will commence a joint committee responsible for developing 2013-2014 salary schedule based on a five percent (5%) aggregate increase, with a target date for completion of March 1, 2013.

- E.** Effective July 1, 2013, employees shall be placed on the new 2013-2014 salary schedule which will provide an increase, the average of which shall not exceed five percent (5%).
- F.** Effective July 1, 2011 Step A of the Para-Educator and Food Service Helper Salary Schedule will be eliminated. All Para-Educators hired prior to February 1, 2011 will be placed on Step 2.
- G.** BOCES will implement an employee funded Cafeteria Plan pursuant to Sections 125 & 129 of the Internal Revenue Code.
- H.** Effective July 1, 2010, employees in their second year on Top Step will be eligible for the Top Step Adjustment, pursuant to Salary Schedules Appendix A through E attached hereto.

IX EMPLOYEE RIGHTS AND WORKING CONDITIONS

A. VACANCIES

If a Para-Educator Unit position becomes vacant or a new Para-Educator Unit position is created, BOCES agrees to give prior notice of the vacancy to the Para-Educator Unit and post said vacancy conspicuously. Prior notice will be sufficient to allow Para-Educators on staff to make first application. It is understood that this first application does not bind the BOCES to fill the vacancy from the current staff. The Unit President will receive three (3) copies of the vacancy notice. Seniority would be a factor in considering reassignment of Para-Educators due to layoffs; the Director of Special Education and/or the Director of CTEC will make the final decision.

B. RETIREMENT PLAN

- 1.** Para-Educators may continue to participate in the New York State Employee Retirement System as provided by law.
- 2.** Para-Educators who have worked for the Cooperative Board for at least ten (10) full consecutive years shall be paid for each year of service upon retirement pursuant to the schedule below. Six (6) months advance written notice of their intent to retire must be submitted to the Board. Written notice to the Board for June 30th retirement must be made no later than January 1st. The six (6) month advance notice shall be waived in cases involving extenuating conditions, and for Para-Educators retiring in the first year of the Agreement. Para-Educators who did not elect to join the Retirement System shall be eligible for said payment only if they would have been eligible to retire under the Retirement System should they have been members. All payments must be made by December 31st of the calendar year in which the retirement is effective in accordance with IRS regulations. Amounts are non-cumulative as follows:

1-14 Years	-	\$500 per year of service
15-19 Years	-	\$750 per year of service
20+ Years	-	\$1,000 per year of service

Employees hired on or after July 1, 2011 will not be entitled to receive the above referenced payments.

3. Employees who retire shall be entitled to payment for unused sick and personal days pursuant to the following schedule and in accordance with the Memorandum of Agreement regarding Employer's Non-Elective Contributions and 403(b) accounts. All payments must be made by December 31 of the calendar year in which the retirement is effective and in accordance with the Employer's non-elective contribution(s) and 403(b) account limits:

\$30.00 per day	-	1 to 59 days
\$35.00 per day	-	to 69 days
\$40.00 per day	-	to 79 days
\$50.00 per day	-	to 89 days
\$60.00 per day	-	90 to -300 days

In order to qualify for this benefit the service to Orange-Ulster BOCES must be consecutive. The Para-Educator must be eligible to retire pursuant to the rules of the Retirement System, be age eligible to retire and actually retire by submitting application to the Retirement System. Para-Educators who did not elect to join the Retirement System shall be eligible for said payment only if they would have been eligible to retire under the system should they have been members of the Retirement System.

C. HEALTH INSURANCE

1. BOCES shall provide Para-Educators with individual or family coverage in the Orange-Ulster School District Health Insurance Plan. Para-Educators receiving health coverage will contribute to the annual Individual/Family Health Premium according to the following schedule:

Effective July 1, 2010	-	Five (5%) Percent of Premium
Effective July 1, 2011	-	Six (6%) Percent of Premium
Effective July 1, 2012	-	Seven (7%) Percent of Premium
Effective July 1, 2013	-	Eight (8%) Percent of Premium

Effective July 1, 2011, Para-Educators may participate in the HMO insurance plans with BOCES' obligation to be no greater than that for individual or

family coverage in the Orange-Ulster School Districts Health Insurance Plan. Effective upon ratification of this Memorandum of Agreement for a period of thirty (30) days (qualifying event) the Para-Educator may change to the Orange-Ulster School District Health Insurance Plan.

Effective upon ratification and thereafter newly hired Para-Educators will become eligible for health insurance the second subsequent 1st of the month from effective date of employment.

2. Duplicate health coverage on any Para-Educator will not be permitted. Effective July 1, 2011, BOCES will pay the following amounts to any member of the bargaining unit who elects not to participate in the health insurance plan for a given year for those who are otherwise eligible to receive insurance:

Single Plan - \$2,000.00 Family Plan - \$3,000.00

Para-Educators shall not be eligible for the benefits provided for in paragraph C.1 at any time that their spouse is eligible for family coverage under the Orange-Ulster School Districts Health Plan. Such Para-Educators shall automatically receive the benefits of paragraph C.2. Para-Educators hired effective July 1, 2011 and thereafter, shall not be eligible for the benefit coverage and buyout provided in paragraph C.1 and C.2 at any time that their spouse is eligible for comparable Health Plan coverage. If the Para-Educator should no longer be eligible under such family coverage, the Para-Educator shall be entitled to health insurance coverage in accordance with paragraph C.1. or C.2 from the first day of the month following the loss of coverage from a spouse. Para-Educators who re-enter the Plan under such conditions shall be saved harmless with respect to pre-existing conditions that have been covered by the Plan.

Para-Educators currently receiving the Health Insurance Buyout who wish to enroll in the Health Plan, must make application by January 1, for coverage on the following fiscal year. Actual date of admission will be subject to the rules of the Health Plan. In cases of hardship, this provision may be waived by Orange-Ulster BOCES.

3. Upon retirement, health insurance shall continue in effect for ninety (90) days. After this period, a Para-Educator who has been consecutively employed by BOCES for the following number of years shall be entitled to a BOCES contribution as identified below:

Ten (10) Years:	60%	Individual / 40% Family
Fifteen (15) Years:	75%	Individual / 50% Family
Twenty (20) Years:	80%	Individual / 60% Family
Twenty-five (25) Years:	100%	Individual / 75% Family
Thirty (30) Years:	100%	Individual / 100%Family

The thirty (30) years health insurance upon retirement will be eliminated effective July 1, 2012.

In order to qualify for this benefit the service to BOCES must be consecutive. The Para-Educator must be eligible to retire pursuant to the rules of the Retirement System, be age eligible to retire and actually retire by submitting application to the Retirement System. Para-Educators who did not elect to join the Retirement System shall be eligible for said payment only if they would have been eligible to retire under the system should they have been members of the Retirement System.

4. BENEFIT TRUST

The Board will contribute \$950.00 per member effective July 1, 2011, \$1,000.00 per member effective July 1, 2012 and \$1050.00 per member effective July 1, 2013 for purchase of Dental and other benefits other than health. These benefits shall be administered by a Committee comprised of representatives selected by UPSEU and BOCES. Those members who opt to participate in a dependent plan will contribute \$100.00 per year; such contribution can be made through the 125 plan.

D. CONTRACT REPRODUCTION

Orange-Ulster BOCES will copy and distribute the contract to all Para-Educators including their job description.

E. EXTRACURRICULAR ACTIVITIES

Compensation for extracurricular activities shall be granted to Para-Educators who elect to serve (i.e., Odyssey of the Mind, etc.). The aforesaid compensation shall be twenty-five dollars (\$25.00) per hour. Assignment to extracurricular activities shall be on a voluntary basis.

F. FIELD TRIPS

In no event shall a Para-Educator be responsible for any fees or admission charges, etc. connected with a field trip. All such fees or charges for admission shall be paid in full in advance for each Para-Educator accompanying a group on a field trip.

X PAID LEAVE

A. PERSONAL LEAVE

Para-Educators shall be allowed personal leave for business that cannot be conducted other than during the work day. All requests for personal leave are subject to the approval of the Director and shall not exceed three (3) days during the employment year. Written notice, when possible, stating the reason for the request will be submitted by the Para-Educator at least five (5) days in advance of the leave. One (1) of the three (3) personal leave days may be used as a “no reason” day. No personal leave days will be granted on a day prior to or following a holiday or vacation. Personal leave is non-cumulative except for retirement purposes. Annual unused personal leave will revert to the Para-Educator’s cumulative sick leave total. These days are to be used only for redemption at retirement. See Revised Form attached hereto as Appendix “F”.

B. SICK LEAVE

1. Para-Educators shall be allowed a total of fourteen (14) days of absence at full pay during the employment year due to personal or family illness or injury. Family shall be defined as the spouse or child of the Para-Educator. Unused sick leave shall be accumulative to three hundred (300) days. See Form attached hereto as Appendix “G”.
2. Para-Educators who wish to participate in a Sick Bank may do so by advising the Administration, in writing, no later than September 15th of each year. Upon receipt of such notice, the Para-Educator’s individual sick leave will be diminished by one (1) day, and that day will be contributed to a sick bank jointly administered by an equal number of Administration and Para-Educator Unit representatives for the purpose of supplementing Para-Educators exhausted individual sick leave entitlement in cases of catastrophic, long term, disabling illnesses or accidents. All utilization of sick bank days must be approved by a majority of the committee. Upon exhaustion of the sick bank the Para-Educators may contribute one (1) additional day to the bank, but in no event, shall a Para-Educator be permitted to contribute more than two (2) days to the bank in one (1) year.
3. Para-Educators who do not use any sick days or personal leave days in a given fiscal year, shall be entitled to a bonus of one hundred twenty-five dollars (\$125.00), to be paid at the conclusion of that year. This applies only to Para-Educators who have worked for BOCES for the entire school year.
4. Upon request of the Administration, a doctor’s certificate shall be furnished by the employee after five (5) consecutive days of sick leave. In cases of

suspected abuse, the Employer may require a doctor's certificate for any length of absence.

5. Para-Educators who are employed in the summer school program will be permitted two (2) sick days per year. These are non-cumulative and may not be used in connection with any retirement incentive or school year full-day program.
6. The Board maintains the right not to offer Summer School employment to Para-Educators who have experienced excessive absenteeism during the prior school year.

C. BEREAVEMENT

A maximum of three (3) days leave with pay shall be granted for each death in the Para-Educator's immediate family. Immediate family shall include spouses, domestic partner, parents, children, siblings, grandparents, grandchildren, spouse's parents, and/or any other relative who resides in the household of the Para-Educator.

D. PARA-EDUCATOR PROTECTION

1. Para-Educators shall give written notice to the office of the Director of all cases of assault before student dismissal on the day of the assault, if the Para-Educator is capable of making such report. Para-Educators shall be required to file a written report of all cases of assault suffered by Para-Educators in connection with their employment within three (3) days of the incident to the Director. The Director will send a written acknowledgment of the report to the Para-Educator within three (3) days of receipt of such report. For purposes of this section, assault shall be defined in accordance with Penal Law 120.10 – Student needs to have intent and capacity.
2. As per the requirements of paragraph A, if a Para-Educator sustains personal injury by reason of an unprovoked assault during the scope of employment and during performance of a Para-Educator's authorized duties in this BOCES, the Para-Educator shall be paid full salary for any loss of necessary time resulting therefrom for a maximum period of six (6) months immediately following the assault.
 - a. Such paid absences shall not be deducted from any sick leave to which the Para-Educator is entitled under this Agreement.
 - b. The amount of salary payable by Orange-Ulster BOCES to such Para-Educator shall be reduced by the amounts received by the

cases where notice is not given to Para-Educators, for the above-mentioned time, consideration shall be immediate.

G. ON THE JOB INJURIES

Absence due to a serious and disabling physical accident or injury, that does not involve any pre-existing condition, suffered during regular assigned working hours in the course of performing regular assigned duties, and not caused by the Para-Educator's negligence, will not be charged to the Para-Educator's individual accumulated sick leave up to the first thirty (30) working days, provided immediate notice is given the Director at the time of the accident or injury, if the Para-Educator is capable of giving such notice, and the accident or injury is stated as the reason for absence when the Para-Educator advised the Administration of his or her inability to report to work. An examination by a doctor and medical certification is required.

XI UNPAID LEAVE

A. HARDSHIP LEAVE

The Administration may, in its discretion, grant leave for personal health or family hardship for a period of one (1) year without pay, or other benefits paid for by BOCES, provided that such leave shall be diminished or extended so that the Para-Educator shall return to work at the beginning of the following school year.

“Family” shall mean spouse, domestic partner, mother, father, brother, sister or unmarried children who are members of the Para-Educator’s household.

B. CHILD CARE LEAVE

Para-Educators shall be granted a leave of absence, without pay or other benefits paid for by BOCES, for the purpose of caring for their newborn or newly adopted child. The leave shall not exceed one (1) year and shall end at the beginning of a school year. The Para-Educators must apply for child care leave three (3) months in advance of the commencement date, except in cases where a certified medical condition precludes such notice.

XII PERSONNEL FILES

Upon the written request of a Para-Educator, he or she will be permitted to examine his or her personnel file, with the exception of confidential letters of reference. A Para-Educator may request a UPSEU representative to accompany his/her when examining the file. Facilities shall be made available for the Para-Educator to make photocopies of the contents of his/her files, at a charge to the Para-Educator. No material shall be placed in a Para-Educator’s file unless that Para-Educator has had an opportunity to read the material. The Para-Educator shall acknowledge that he or she had read such material by affixing his or her signature to the actual copy to be filed, with the understanding that such signature merely

signifies that he or she has read the material to be filed, and does not necessarily indicate agreement with its contents. The Para-Educator shall have the right to answer any material filed and his or her answer shall be attached to the file copy. When a Para-Educator requests time to examine his/her file the Personnel Office has a reasonable time to make the file available for examination. When a Para-Educator desires to answer any material filed, the written answer must be received by the Program Director within five (5) working days after the material has been received by the Para-Educator.

XIII PARA-EDUCATOR OBSERVATION

The main purpose of an observation of a Para-Educator by a BOCES Administrator is to offer professional support, constructive criticism and suggestions for improving and enriching the work of the Para-Educator in order that the student program may be conducted effectively and according to sound educational principles.

Since the observation is intended to promote development of the educational program and to stimulate the professional development of the Para-Educator, the observing administrator shall provide the Para-Educator concerned with a copy of the observation as soon as feasible following the observation. A follow-up conference shall be held within five (5) working days of the receipt of the written observation, if requested, to review the contents of the observation. The conference shall be held privately.

The Para-Educator shall sign a copy of the observation acknowledging that he or she has read such material. The signed copy will be filed. Failure to sign such observation may be noted and included in the file. The Para-Educator may make a written response to the observation within five (5) working days of the conference, or within five (5) working days of the receipt of the written observation if no conference is held. The response shall be attached to the file copy of the observation.

XIV TRANSPORTATION OF STUDENTS

- A. No Para-Educator shall be allowed to transport students in his or her personal car.
- B. No Para-Educator will be allowed to drive a school bus.

XV CONTINUING EDUCATION

The Administration, at its discretion, may grant permission for the taking of continuing education courses by Para-Educators. Upon presentation of an official transcript of successful completion of courses, the Para-Educator will receive a single payment of five dollars (\$5.00) per clock hour spent in the continuing education course. To be eligible for this payment, prior written approval for attendance at the course must be given by the Director, Assistant Superintendent for Human Resources or his/her designee. A record of each continuing educational course approved and completed successfully shall be placed in

the personnel file of the Para-Educator concerned. No reimbursement shall be given if BOCES provides or pays for the course or program.

XVI PAYROLL DEDUCTIONS

BOCES shall deduct from the Para-Educator's pay, UPSEU membership dues/agency fees in accordance with the amount certified by the UPSEU upon receipt of signed written authorization to do so by an employee. These deductions shall be made on the basis of twenty (20) equal payments as requested by each Para-Educator, throughout the school year. UPSEU will apprise the Business Office of the total amount of the dues to be deducted each year. A check shall be issued to the United Public Service Employees Union, 3555 Veteran's Highway, Suite H, Ronkonkoma, New York, 11779 on each payday for the full amount of dues deductions. The UPSEU will hold BOCES and the Business Office harmless for any deductions made at the request of the UPSEU.

XVII GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is defined as an alleged violation of a specific article or section of this Agreement. In the event that a Para-Educator has a grievance, he or she may present the grievance using the following procedure.

B. INFORMAL PROCEDURE

Any Para-Educator who believes he or she has a grievance may discuss it informally with the Program Director involved or his designee within ten (10) working days of the incident to have the grievance adjusted informally.

C. FORMAL PROCEDURE

Step One - The aggrieved will present the grievance to the Director in writing no later than ten (10) working days following the incident or, if the informal procedure is used first, no later than ten (10) days following the informal meeting of the Para-Educator and the Program Director. The Director or his/her designee shall render his/her decision in writing within ten (10) working days after the grievance has been received.

Step Two - If the grievance is not settled in Step One and the aggrieved desires to appeal, the grievance shall be submitted no later than fifteen (15) working days after the receipt of the Director's decision to the Superintendent or his/her designee. The Superintendent shall make a written response in fifteen (15) working days of receipt of the grievance.

Step Three - If the grievance is not settled in Step Two and the aggrieved desires to appeal, the grievance shall be submitted in writing to the Board within fifteen (15)

working days. A meeting shall be arranged between the Board and the aggrieved at the next regular meeting of the Board or within thirty (30) working days of receipt of the grievance, whichever comes first.

Step Four - If the UPSEU is not satisfied with the decision of the Board of Cooperative Educational Services, the UPSEU may request that the matter be submitted to the American Arbitration Association for Binding Arbitration in accordance with their rules. The cost of arbitration shall be borne equally between the Board of Cooperative Educational Services and the UPSEU.

XVIII UNIT RIGHTS

- A. The Union Shall be permitted to use designated areas in the school buildings for meetings of unit members after school hours provided there is no interference with any scheduled school activities. Scheduling for building usage should be done through Operations and Maintenance and “School Dude”, with appropriate notice to the division Director.
- B. There shall be bulletin board space in the faculty lounge, or lounges should there be more than one, for the use of the Para-Educator Unit.
- C. The UPSEU may distribute materials dealing with proper and legitimate business of the UPSEU through Para-Educator mailboxes, provided that one signed copy shall be submitted to the Program Director whose approval will not be unreasonably withheld. The copy must be signed by a responsible officer. Prior notice will be given for the distribution of correspondence in employee mailboxes. Notice will replace approval.
- D. The names and assignments of Para-Educators will be available by September 1st of each year. All other updates of staff lists are the responsibility of the Para-Educator Unit.
- E. The Para-Educator Unit will be given up to six (6) conference days each year.
- F. BOCES shall permit two (2) officers and/or stewards of the Para-Educator Unit four (4) days each year for the purposes of conferences and/or training seminars without charging the aforesaid days to leave and without the loss of pay.

XIX NEGOTIATION PROCEDURES

- A. Negotiations between BOCES and the UPSEU for the renewal of the contract shall commence on or about February 1st prior to the termination of the contract.

- B.** The first meeting of the UPSEU Committee and the Superintendent or his/her designee will be held upon written notice of either the UPSEU or the Superintendent or his/her designee on a mutually accepted date.
- C.** Such meetings will be convened for the purpose of reaching mutual understanding and agreement.
- D.** Final draft of the Agreement reached by the Superintendent or his/her designee and the UPSEU shall be exchanged by both parties before ratification and reproduction of said Agreement is undertaken.
- E.** Either party shall have the right to caucus during the meetings.
- F.** All discussions, notes, and agreements shall remain confidential until mutual recognition and impasse. Any release to the media prior thereto shall be jointly made.

XX LONGEVITY SALARY CREDIT

- A.** A Para-Educator who has worked for four (4) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2011: Seven Hundred-Fifty Dollars (\$750.00)
 Effective July 1, 2012: Eight Hundred Dollars (\$800.00)
 Effective July 1, 2013: Eight Hundred-Fifty Dollars (\$850.00)

- B.** A Para-Educator who has worked for nine (9) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2011: Eight Hundred Fifty Dollars (\$850.00)
 Effective July 1, 2012: Nine Hundred Dollars (\$900.00)
 Effective July 1, 2013: Nine Hundred Fifty Dollars (\$950.00)

- C.** A Para-Educator who has worked for fourteen (14) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2011: Nine Hundred and Fifty Dollars (\$950.00)
 Effective July 1, 2012: One Thousand Dollars (\$1000.00)
 Effective July 1, 2013: One Thousand and Fifty Dollars (\$1050.00)

- D.** A Para-Educator who has worked for nineteen (19) consecutive years or more for Orange-Ulster BOCES shall receive in each year of this Agreement the following:

Effective July 1, 2011:	One Thousand and Fifty Dollars (\$1,050.00)
Effective July 1, 2012:	One Thousand One Hundred Dollars (\$1,100.00)
Effective July 1, 2013:	One Thousand One Hundred and Fifty Dollars (\$1,150.00)

Longevity payments are cumulative.

XXI SALARY NOTICE

Para-Educators shall receive a salary notice on or about September 1 of each year to include the following information:

- A. Step number and base salary;
- B. Longevity credit where applicable; and
- C. Total salary

XXII SUBSTITUTIONS

When a Para-Educator acts as a teacher for a regular school day, the Para-Educator will receive an additional Sixty-Five Dollars (\$65.00) for the day. If the Para-Educator does not receive help of a substitute Para-Educator at that time, then the remuneration will be Eighty Dollars (\$80.00) for the day for the length of the contract.

XXIII PROFESSIONAL DEVELOPMENT

- A. All Para-Educators are required to attend a minimum of six (6) hours of development activities, as identified by their respective Program Director, during their first three years of employment at BOCES.
- B. All Para-Educators who have completed three or more years of employment in BOCES are required to attend a minimum of four (4) hours of development activities as identified by their respective Program Director.
- C. Para-Educators who after July 1, 1999 completed pre-approved in-service and/or college course work of four hundred (400) hours approved by BOCES shall be paid one thousand (\$1,000) dollars above their regular step on the salary schedule.

Course approvals must be submitted thirty (30) days prior to the course start date. Administrative approval will be given within twenty (20) days of receiving the completed course approval form.

XXIV LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee shall be formed for the purpose of mutual discussion and exploration of non-contractual and educational issues of mutual concern. This Committee shall be comprised of eight (8) members, four (4) of whom shall be chosen by Orange-Ulster

BOCES, and four (4) of whom shall be selected by the UPSEU. The Committee shall meet at its earliest convenience at the request of either party. The parties reserve the right to exchange proposed agendas prior to the meeting.


ORANGE-ULSTER BOCES




Terrence L. Olivo
Chief Operating Officer

12.13.11
Date


UNITED PUBLIC SERVICE EMPLOYEES
UNION (PARA-EDUCATOR UNIT)



Kevin E. Boyle, Jr. UPSEU
President

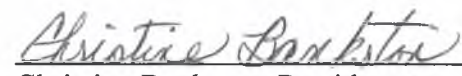


Gary M. Hickey UPSEU
Executive Vice President/Regional Director

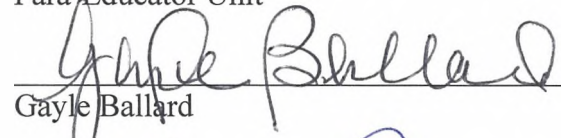


Richard Cormier, UPSEU
Labor Relations Representative

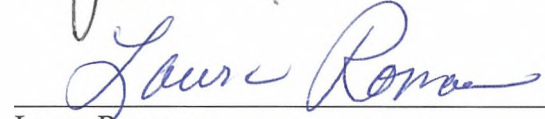
NEGOTIATING COMMITTEE:



Christine Bankston, President
Para-Educator Unit



Gayle Ballard



Laura Romano

1-3-12
Date

APPENDIX "A"

PARA-EDUCATOR & FOOD SERVICE HELPER SALARY SCHEDULE

STEP	2010-11	2011-12	2012-13	2013-14
A	12613			
1	13048	13244	13906	
2	13315	13700	14385	
3	13586	13980	14679	
4	13863	14265	14979	
5	14706	14927	15673	
6	15487	15719	16505	
7	16270	16514	17340	
8	17031	17286	18151	
9	18223	18496	19421	
10	19082	19368	20337	
11	19920	20219	21230	
12	20921	21235	22297	
13	21915	22244	23356	
14	22992	23337	24504	
15	24072	24433	25655	
16	26067	26458	27781	

Top Step Adjustment	27318	27728	29114
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APPENDIX "B"
TECHNICAL PARA-EDUCATOR SALARY SCHEDULE

STEP	2010-11	2011-12	2012-13	2013-14
1	23800	24157	25365	
2	24620	24990	26239	
3	25123	25500	26775	
4	25637	26021	27322	
5	26160	26552	27880	
6	26694	27095	28449	
7	27820	28237	29649	
8	28946	29381	30850	
9	30072	30523	32049	
10	31197	31664	33248	
11	32324	32809	34450	
12	33450	33952	35649	

Top Step Adjustment	35753	36289	38103
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APPENDIX "C"

OCCUPATIONAL PARA-EDUCATOR SALARY SCHEDULE

STEP	2010-11	2011-12	2012-13	2013-14
1	17096	17352	18220	
2	17685	17950	18848	
3	18046	18317	19233	
4	18415	18691	19626	
5	18792	19074	20027	
6	19284	19573	20552	
7	20196	20499	21524	
8	21222	21540	22617	
9	22241	22575	23703	
10	23775	24132	25338	
11	24821	25193	26453	
12	25867	26255	27567	
13	27302	27712	29097	
14	28645	29075	30528	
15	30164	30617	32148	
16	33113	33610	35290	

Top Step Adjustment	34716	35237	36999
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APPENDIX "D"

SENIOR FOOD SERVICE HELPER SALARY SCHEDULE

STEP	2010-11	2011-12	2012-13	2013-14
1	23045	23390	24560	
2	23839	24197	25407	
3	24325	24690	25925	
4	24822	25194	26454	
5	25329	25709	26995	
6	25845	26232	27544	
7	26803	27205	28566	
8	27792	28209	29620	
9	28823	29255	30718	
10	29887	30336	31852	
11	30995	31460	33033	
12	32141	32623	34254	
13	33331	33831	35523	
14	34562	35080	36834	
15	35841	36378	38197	
16	37168	37725	39612	

Top Step Adjustment	37168	37725	39612
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APPENDIX "E"
CAFETERIA COOK SALARY SCHEDULE

STEP	2010-11	2011-12	2012-13	2013-14
1	27862	28280	29694	
2	28823	29255	30718	
3	29838	30286	31800	
4	30334	30789	32329	
5	30841	31304	32869	
6	31357	31828	33419	
7	32314	32799	34439	
8	33307	33806	35496	
9	34335	34850	36593	
10	35400	35931	37728	
11	36507	37055	38907	
12	37653	38217	40128	
13	38842	39425	41396	
14	40076	40677	42711	
15	41355	41975	44074	
16	42680	43320	45486	

Top Step Adjustment	44056	44717	46953
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**ORANGE-ULSTER BOCES
REQUEST FOR PERSONAL BUSINESS DAY
PARA EDUCATORS STAFF**

Personal business leave is only to be used whenever it is necessary to conduct personal business for an approved reason which cannot be conducted at any time other than during the employee=s normal working day.

Name of Employee: _____ **Date:** _____
Program/Building: _____

I hereby request _____ personal business day(s), to be used on _____ for the following reasons:

Approved Categories for Personal Business Leave

Check the category within which the personal business leave falls.

- _____ I. **Religious observance:** religious ceremonies, such as confirmation.
- _____ II. **Legal matters:** house closing, income tax hearing, adoption proceeding, court appearance, probation of will, obtaining licenses.
- _____ III. **Ceremonies:** graduation of employee or employee=s child, employee=s wedding, honors and awards ceremonies involving an immediate member of the family.
- _____ IV. **Personal:** funeral of person not covered by bereavement leave, family distress or household emergency.
- _____ V. **No Reason:** an approved reason, which falls within Category I, II, III or IV.

I hereby affirm that I need the requested personal leave for the approved reason indicated and that I cannot accomplish the foregoing at any time other than during my normal working day and therefore need this personal business day to conduct my necessary personal business.

Signature of Employee

(This form should be given to your Principal.)

Principal=s Initials and Date of Receipt: _____
Director: _____ () **Approved** ()
Disapproved
Date: _____

APPENDEX "G"



VERIFICATION OF SICK LEAVE FOR TEACHERS, TEACHING ASSISTANTS,
AND PARAS EDUCATORS

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

Sick Leave
*To be completed by the employee after sick time is taken
Please contact your supervisor prior to start of your work day as notification of time for illness*

Reason	Dates Requested			Total Days
Illness: <input type="checkbox"/>	<input type="checkbox"/> full <input type="checkbox"/> 1/2	<input type="checkbox"/> full <input type="checkbox"/> 1/2	<input type="checkbox"/> full <input type="checkbox"/> 1/2	
	Date	Date	Date	

Other Leave Requests
Please contact your supervisor prior to start of your work day as notification of time for bereavement. Requests for Jury Duty and Military Leave must be made in advance

Reason	Dates Requested/Taken			Total Days
Bereavement: <input type="checkbox"/> <i>Specify Relationship</i>	Date	Date	Date	
Military Leave: <input type="checkbox"/>	Date(Beginning)	Date(Ending)		
	Please attach copy of military orders			
Jury Duty: <input type="checkbox"/>	Date			
	Please attach copy of jury summons			

For office use only

PRINCIPAL/SUPERVISOR: _____ **APPROVED:** _____ **DENIED:** _____ **DATE:** _____

DIRECTOR: _____ **APPROVED:** _____ **DENIED:** _____ **DATE:** _____

COPY TO: EMPLOYEE

I hereby request to rescind the days shown above formerly requested as leave time. _____
Employee's Signature Date