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COLLECTIVE NEGOTIATIONS AGREEMENT

between

DISTRICT SUPERINTENDENT
ERIE 2 - CHAUTAUQUA - CATTARAUGUS BOCES

and

ERIE 2 - CHAUTAUQUA - CATTARAUGUS BOCES
UNIFIED SUPPORT ASSOCIATION

BEGIN: July 1, 2009
ENDS: June 30, 2013

NOTICE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION, TO PERMIT IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
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The New York State Public Employment Relations Board (in its case No. C-3136 on April, 1987) certified the BOCES Noninstructional Employees Association, NYSUT, now named the Erie 2-Chautauqua-Cattaraugus BOCES Unified Support Association ("Association"), as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of certain employees of the Board of Cooperative Educational Services of Erie 2-Chautauqua-Cattaraugus Counties ("BOCES"). The BOCES has agreed to enter into a written agreement with the Association with regards to terms and conditions of employment and to negotiate collectively with the Association in the determination of the administration of grievances; therefor, the BOCES and the Association now agree to the following:

ARTICLE 1 - CONCERNING THIS AGREEMENT

SECTION 1.1 - DEFINITIONS

1.1.1 "BOCES" means the Board of Cooperative Educational Services of Erie 2, Chautauqua, and Cattaraugus Counties and applies to all persons (e.g., the District Superintendent/Executive Officer, and all other administrators and supervisors) and bodies (e.g., the Board of Cooperative Educational Services itself) properly authorized to act on behalf of the BOCES.

1.1.2 "BOARD" means the Board of Cooperative Educational Services, itself, and applies only when it is intended that the Board, itself, shall act or refrain from action.

1.1.3 "SUPERINTENDENT" means the person appointed to serve on a regular or acting basis as the District Superintendent/Executive Officer.

1.1.4 "ASSOCIATION" means the Erie 2-Chautauqua-Cattaraugus BOCES Unified Support Association.

1.1.5 "PARTY" means the BOCES or Association.

1.1.6 "PARTIES" means the BOCES and the Association.
SECTION 1.1 - DEFINITIONS CONTINUED:

1.1.7 "AGREEMENT" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.

1.1.8 "REGULAR DAILY RATE OF PAY", with respect to hourly employees, means the rate of pay calculated by multiplying an employee's hourly rate of pay by the number of hours the employee is regularly scheduled to work on the day for which the calculation is being made.

1.1.9 "FISCAL YEAR" means the period which begins at 12:01 AM on July 1st of each year and ends at midnight of the following June 30.

1.1.10 "SUPERVISOR" means the employee's immediate supervisor. The divisional director shall, at least annually, give written notice to each employee in the bargaining unit of the title of the position which has the responsibility of immediate supervisor of the employee's position.

1.1.11 "FULL-TIME TWELVE-MONTH EMPLOYEE" means any employee scheduled to work at least thirty-seven and one-half (37.5) hours per week for fifty-two (52) weeks per year including holidays and vacation time.

"FULL-TIME TEN MONTH EMPLOYEE" means any employee scheduled to work at least twenty-five (25) hours per week for the school year excluding unpaid lunch periods.

1.1.12 "EMPLOYEE" means a person who is serving as a 10-month, 11-month, or 12-month employee on a full-time basis, or as such an employee on a part-time basis of at least ten (10) hours per week, in a position included in the bargaining unit, but does not mean such employee who is a temporary employee.

1.1.13 "TEMPORARY EMPLOYEE" means either: (i) an employee hired to replace an incumbent employee for a period not to exceed ninety (90) days who is on leave of absence, is on vacation, or is otherwise unavailable to perform his duties; or (ii) an employee hired to
SECTION 1.1 - DEFINITIONS CONTINUED:

fill a position for a period not to exceed ninety (90) days which itself will exist only on a temporary basis by reason of the source of its funding or for other reasons. If a temporary employee continues beyond ninety (90) days, he shall be covered by all provisions of the Agreement unless a particular provision states otherwise.

1.1.14 "ELIGIBILITY FOR BENEFITS" - Only full-time employees shall be eligible for benefits under the Agreement unless a provision specifically states that others are included.

In addition, if the employee works fifty-percent (50%) of his basic work week (as defined in Section 4.1.1) on an annual basis, such employee shall be eligible for the following benefits on a prorata basis: vacation days and health insurance.

1.1.15 "GIVING NOTICE TO THE BOCES" means giving notice in writing to the Superintendent by delivering it to him in person, or to the Clerk of the Board, or by sending it by registered or certified mail or telegram to him at the Board of Cooperative Educational Services for Erie 2, Chautauqua, Cattaraugus Counties Administrative Office.

1.1.16 "GIVING NOTICE TO THE ASSOCIATION" means giving notice in writing to the President of the Association by delivering it to him in person or by sending it to him by registered or certified mail or telegram addressed to him at his home address shown on the books of the BOCES.

1.1.17 Except when this Agreement states otherwise the following rules apply for interpreting this Agreement:

1. A word used in the masculine gender applies also in the feminine.

2. A word used in the singular number applies also in the plural.
SECTION 1.1 - DEFINITIONS CONTINUED:

3. Each lettered appendix referred to in this Agreement (for example, "Appendix A") is a part of this Agreement and is incorporated in this Agreement by this reference.

SECTION 1.2 - RECOGNITION CLAUSE

1.2.1 IT IS HEREBY CERTIFIED that the Erie 2-Chautauqua-Cattaraugus BOCES Unified Support Association, NYSUT has been designated and selected by a majority of the employees of the above named public employer, in the unit agreed upon by the parties and described below, as their exclusive representative for the purpose of collective bargaining and the settlement of grievances.

Included: All full-time and part-time employees in the following 10, 11 and 12-month job titles: Account Clerk, Account Clerk Typist, Building Maintenance Mechanic, Bus Driver II, Certified Occupational Therapy Assistant (COTA), Cleaner, Clerk II, Clerk II/Bus Driver II, Clerk II Data Base, Communications Network Technician, Composer, Cook/Manager, Custodian, Data Processing Control Clerk, Distance Learning Technician, ETV Operator, Financial Accounting Technician, Administrative Aide (Data Base), Food Service Helper, General Maintenance Mechanic, Graphics Technician, Grounds Keeper, Health Monitor, Instructional Materials Assistant, Instructional Materials Handler, Laborer, Lifeguard, Mechanic II, Microcomputer Technical Assistant, Physical Therapy Assistant (PTA), Printer, Purchasing Clerk, Registered Professional Nurse (School), School Nurse Assistant, Senior Clerk-Typist, Senior Film Library Operator, Senior Library Typist, Senior Typist, Stenographer II, Teacher Aide, Teaching Assistant, Truck Driver and Typist II.

Excluded: Head Custodian, Secretaries to the District Superintendent, Secretaries to the Assistant Superintendents and Directors, Records Retention/Personnel Secretary, Payroll Assistant to the Assistant Superintendent for Administration,
SECTION 1.2 - RECOGNITION CLAUSE CONTINUED:

Assistant Clerk of the Board, Accounting Technicians, Certification/Personnel Assistant, four (4) Secretaries to the Instructional Programs Managers, Manager of Personnel/Business/Administration, Manager of Pupil Services/Program and Curriculum Development, Treasurer and all other Employees.

SECTION 1.3 - DURATION AND NEGOTIATION OF AGREEMENT

1.3.1 This Agreement shall be in effect July 1, 2009 and shall continue through June 30, 2013.

1.3.2 The BOCES and the Association agree that either party wishing to amend the present Agreement shall notify the other, in writing, prior to March 1 of its final year. The first negotiation meeting with respect to a new agreement shall take place on or before April 1. At this first meeting there shall be a mutual exchange of full and complete proposal packages. The proposals of each party shall be in the form of specific changes or additions to the language of this Agreement. The parties may, by mutual agreement, waive the observance of time limits set forth in this paragraph.

1.3.3 Neither party, in any negotiations, shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the school district. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromises in the course of negotiations. Upon concluding negotiations, each party shall pursue its responsibilities as prescribed by law.
SECTION 1.4 - INTERPRETATION RULES

1.4.1 This Agreement shall constitute the full and complete commitment between BOCES and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement.

1.4.2 This Agreement shall supersede any rules, practices, or regulations, of BOCES which shall be contrary to or inconsistent with its terms.

1.4.3 Any individual arrangement, agreement, or contract between the BOCES and an individual noninstructional employee, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement and any individual arrangement, agreement, or contract, hereafter executed, shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement or contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

1.4.4 If any provision of this Agreement or any application of this Agreement to any noninstructional employee or group of noninstructional employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

1.4.5 Any provision of this Agreement which refers to a law, rule, or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule, or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule, or regulation shall control.
SECTION 1.4 - INTERPRETATION RULES CONTINUED:

1.4.6 Neither party is obliged to continue any practice or policy except to the extent, if any, set forth expressly in a particular provision of this Agreement.

SECTION 1.5 - MISCELLANEOUS

1.5.1 Any act which this Agreement requires to be carried out by the Superintendent or by any administrator or supervisor may be carried out by another person designated by the Board or the Superintendent to act in such person's place.

1.5.2 Copies of this Agreement, printed and on compact disc, shall be furnished by the BOCES, at its expense, and distributed to all employees in the unit, through the Association, within one (1) month after the execution of this Agreement and notification to the District by the Association of the number of copies requested to be printed and the number on compact disc. In no way shall the number of copies supplied in either format exceed the number of members in the bargaining unit plus 40. A copy shall be distributed by BOCES to each person employed thereafter in the format requested by the employee, within two (2) weeks after the employee begins his first day of work. Forty (40) hard copies and one (1) copy on compact disc of this Agreement shall be given to the Association President within one (1) month after the execution of this Agreement.

ARTICLE 2 BOCES - ASSOCIATION RELATIONS

SECTION 2.1 - ASSOCIATION EXCLUSIVE REPRESENTATIVE

2.1.1 The BOCES continues to recognize the Association as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of employees of the BOCES in the bargaining unit described in Section 1.2 of this Agreement. Such recognition shall continue for the maximum period permitted by law.
SECTION 2.2 - FURNISHING INFORMATION

2.2.1 The parties shall furnish to each other, upon written request, any and all information, statistics and records relevant to negotiations or necessary for the proper administration of this Agreement.

SECTION 2.3 - ASSOCIATION RIGHTS

2.3.1 On school days, prior to regular school hours as well as after school up to 10:00 PM, the Association shall have the privilege of using the Board of Cooperative Educational Services buildings without cost for meetings, whenever the buildings and/or rooms are available; provided, however, that the Association will pay the cost of additional custodial services incurred by BOCES as a result of such meetings. The Association shall submit in writing, on the form provided by BOCES, its request for such use, to the principal of the building in question, at least twenty-four (24) hours in advance of the requested meeting. Use of school facilities on all other occasions shall be determined in compliance with BOCES policies.

2.3.2 The Association may use the BOCES' employees' paycheck mail and the school mail boxes provided such use does not increase the cost for BOCES and does not exceed the capacity of the paycheck envelopes.

2.3.3 When the Association desires to use office equipment, it shall first apply to the building principal or other administrator in charge of the office. The Association shall pay for all supplies used by it.

2.3.4 BOCES agrees to provide space on one (1) designated bulletin board at the sites listed below provided more than five (5) employees work at the site and BOCES maintains at least one (1) administrative office at the site. The bulletin board space is to be determined by the administrator in charge of the facility. This space shall be made available to
SECTION 2.3 - ASSOCIATION RIGHTS CONTINUED:

Association representatives for posting of Association materials.

Sites

Carrier Educational Center
Ormsby Educational Center
LoGuidice Educational Center
Hewes Educational Center
Any other site at which BOCES rents classrooms or offices.

ARTICLE 3 - GRIEVANCE PROCEDURE

SECTION 3.1 - DEFINITIONS

3.1.1 A "Grievance" is a claim by any employee or group of employees of a violation of this Agreement.

3.1.2 The term "Supervisor" shall be as defined in Section 1.1.10.

3.1.3 "Aggrieved Party" shall mean any person or group of persons in the bargaining unit filing a grievance.

SECTION 3.2 - PROCEDURES

3.2.1 A notification of grievance, written grievance, written decision, and appeal shall be submitted on the form shown in Appendix A attached to this Agreement.

3.2.2 If a grievance affects a group, it may be submitted by the Association directly at Stage 2 described below.

3.2.3 BOCES and the Association agree to facilitate any investigation which may be required and to make available any and all materials and relevant documents, communications and records concerning the alleged grievance.
SECTION 3.2 - PROCEDURES CONTINUED:

3.2.4 At Stage 3 (Paragraph 3.4.4), an aggrieved party shall have the right to confront and cross-examine all witnesses called against him and to testify and to call witnesses on his own behalf. BOCES shall also have the right to call witnesses to testify on its behalf and to cross-examine all other witnesses called. Both BOCES and the Association shall have the right to be represented by outside counsel at Stage 2 and/or Stage 3.

3.2.5 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or any member of the administration, or the Association or any member thereof, against the aggrieved party, any representative, or any other participant in the grievance.

3.2.6 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participant.

3.2.7 Nothing contained herein will be construed as limiting the right of any party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling, binding upon either of the parties to this Agreement in future proceedings.

SECTION 3.3 - TIME LIMITS

3.3.1 Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite
SECTION 3.3 - TIME LIMITS CONTINUED:

the process. The time limits specified for either party may be extended only by mutual written agreement.

3.3.2 No written grievance will be entertained as described below, and such grievance will be deemed waived unless the written grievance is forwarded at the first available stage within thirty (30) work days after the employee knew, or should have known, of the event(s) giving rise to the grievance.

3.3.3 If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.

3.3.4 Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representative, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time limit which would have been allotted had the decision been communicated by the final day.

SECTION 3.4 - STAGES FOR GRIEVANCE

3.4.1 Stage 1A: GRIEVANT/REPRESENTATIVE WRITTEN

The grievant shall file a written grievance (using the grievance form) with the employee’s immediate supervisor. The grievant may file the grievance directly or through an Association representative. The supervisor shall schedule a meeting within five (5) workdays with the grievant. The grievant or his/her representative shall present the reasons and justification in support of his/her grievance. The supervisor shall respond in writing within five (5) workdays following the meeting.
SECTION 3.4 - STAGES FOR GRIEVANCE CONTINUED:

3.4.2 Stage 1B: DIRECTOR WRITTEN

If the grievance is not resolved by the immediate supervisor's report, it shall be submitted, on the Appendix A Grievance Form, to the appropriate director within seven (7) work days. The appropriate director, the aggrieved party and an Association representative shall meet within ten (10) days for the Association to present evidence in support of the grievance. Within fourteen (14) work days after the meeting, the supervisor shall render a decision thereon, in writing, and present it to the Aggrieved party, his representative, the Association, and the Superintendent.

3.4.3 Stage 2: SUPERINTENDENT

a. If the Association is not satisfied with the written decision at the conclusion of Stage 1B, then the Association will file a written appeal of the decision at Stage 1B with the Superintendent within fourteen (14) work days after receipt of the written decision at Stage 1B.

b. Within seven (7) work days after receipt of the appeal, the Superintendent and/or his duly authorized representative, shall hold a meeting upon his request, or the request of the grievant, with the aggrieved party, the Supervisor, and the Association representative(s).

c. The Superintendent shall render a decision, in writing, to the aggrieved party and the Association representative within seven (7) work days after the conclusion of the meeting.

3.4.4 Stage 3: BINDING ARBITRATION

a. The Association may submit a grievance to binding arbitration only if, within twenty-one (21) work days of the date the Superintendent's decision at Stage 2 was delivered by Certified
Mail, Return Receipt, the Association has given written notice to the Office of the Clerk of the Board of its decision to submit the grievance to binding arbitration in the manner specified in subparagraph "b" below.

b. The Association shall give notice of its decision to submit a grievance to binding arbitration by sending a Demand for Arbitration to the American Arbitration Association and copy of said Demand to the Clerk of the Board of Education by certified mail. Thereafter the voluntary rules of the American Arbitration Association shall govern the selection of an arbitrator and the arbitration procedure.

c. The selected arbitrator will hear the grievance promptly and will issue his report not later than the thirtieth (30th) work day from the date of the closing of the hearing, or if oral hearing has been waived by both parties, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning, and conclusions on the issue.

d. The arbitrator shall grant or deny the grievance presented to him by determining whether this Agreement has been violated as alleged. In so doing, he shall interpret and apply the provisions of this Agreement but he shall not add thereto or subtract therefrom. The arbitrator may recommend an appropriate remedy where he finds a violation of this Agreement.

e. The decision of the arbitrator shall be final and binding on BOCES, the Association, and the aggrieved employee or employees and shall be delivered to the Office of the Clerk of the Board, the aggrieved party, and the Association.
SECTION 3.4 - STAGES FOR GRIEVANCE CONTINUED:

f. The fees and expenses of the arbitrator shall be shared equally by the BOCES and the Association. All other costs incidental to the arbitration shall be borne by the party which incurred them.

3.4.5 If a grievance is submitted to arbitration, such submission shall constitute an election of forum by the grievant and by the Association and constitutes a waiver of any and all rights the grievant or the Association has or may have to submit the subject matter of the grievance for resolution or review to any agency or tribunal (whether judicial, executive or legislative) not provided for in this grievance procedure. A grievance which alleges conduct that violates this Agreement and which also may violate a law, rule, or regulation having the force and effect of law, may not be submitted to arbitration if the subject matter of the grievance has been, or is being, simultaneously submitted by the grievant or the Association to any other agency or tribunal (whether judicial, executive, or legislative) for resolution or review.

ARTICLE 4 - PERSONNEL MATTERS

SECTION 4.1 - PERSONNEL MATTERS

4.1.1 The basic work week of a full-time 12-month employee shall be either forty (40) hours or thirty-seven and one-half (37.5) hours, exclusive of a thirty (30) minute unpaid lunch, depending on his classification as listed below:

FORTY (40) HOUR BASIC WORK WEEK

Building Maintenance Mechanic
Bus Driver II
Cleaner
Communications Network Technician
Custodian
Distance Learning Technician
SECTION 4.1 - PERSONNEL MATTERS CONTINUED:

General Maintenance Mechanic
Grounds Keeper
Instructional Materials Handler
Laborer
Mechanic II
Truck Driver

THIRTY-SEVEN AND ONE-HALF (37.5) HOUR BASIC WORK WEEK

Account Clerk
Account Clerk Typist
Administrative Aide (Data Base)
Clerk II
Clerk II/Bus Driver II
Clerk II Data Base
Composer
Data Processing Control Clerk
ETV Operator
Financial Accounting Technician
Graphics Technician
Instructional Materials Assistant
Micro Computer Technical Assistant
Printer
Purchasing Clerk
Registered Professional Nurse (School)
Senior Clerk-Typist
Senior Film Library Operator
Senior Library Typist
Senior Typist
Stenographer II
Typist II

4.1.2 As used in this Section 4.1, "basic work week" means the number of hours which will be regularly scheduled on a full-time basis for employees in the categories described. This shall not be construed to prevent the hiring and scheduling of part-time employees, the working of overtime hours, beginning an employee at some time other than the first day of the week, terminating or laying off an employee at some time other than the end of the week, or closing down operations because of inclement weather or other contingencies.
SECTION 4.1 - PERSONNEL MATTERS CONTINUED:

4.1.3 Called back to work:

If an employee is required to return to work (for reasons other than to correct his own error) after having completed his regular work day and after having left the premises, the employee shall be paid for the actual time worked on the recall, but in no event for less than two (2) hours.

4.1.4 No split shifts will be scheduled. Bus drivers are exempt from this section.

4.1.5 Breaks:

The administrative staff shall designate the equivalence of two (2) fifteen (15) minute breaks during the working day (excluding the lunch period) for those employees scheduled to work over four hours per day. The administrative staff shall designate the equivalence of one (1) fifteen (15) minute break during the working day (excluding the lunch period) for those employees scheduled to work four (4) hours or less per day. Scheduling of such break(s) to be determined mutually between the immediate supervisor and employee.

4.1.6 Summer Hours:

During July and August, an employee may opt to have a basic work week of thirty-five (35) hours for a forty (40) hour basic work week employee and thirty-two and one-half (32.5) hours for a thirty-seven and one-half (37.5) hour basic work week employee. The employee shall submit a written notice to his immediate supervisor by June 1st of each year. If the request is approved by the employee’s immediate supervisor, the reduction in hours shall be without pay. If an employee’s request is denied, written justification will be given and discussed with the employee. If an employee does not submit such notice or the request has been denied, the employee shall work the respective forty (40) hour or thirty-seven and one-half (37.5) hour basic work week.
SECTION 4.2 - POSTINGS

4.2.1 Where a new position, or vacancy in an existing position, occurs in the BOCES, the position or vacancy shall be posted on the building bulletin boards by the BOCES in the Carrier, Hewes, LoGuidice, Ormsby Centers and any other site at which BOCES rents classrooms or offices and distributed to a list of not more than fifteen (15) Association representatives, which shall be provided to the Superintendent by October 1 of each year. The posting shall clearly set forth a description of the position, including general duties, and the procedure for application and/or interviews. Such posting shall be made at least five (5) working days prior to the last day on which application will be accepted. This procedure does not preclude the BOCES from filling a position on a temporary or substitute basis.

4.2.2 If the BOCES determines that additional man-hours are required to accomplish the work of the BOCES which may legally be performed by part-time employees, such additional man-hours will be offered to part-time employees of the BOCES then working in the same job classification and location of the work to be performed, before such work is offered to any new part-time employees. This provision will not be effective in the event the schedule of the new work conflicts with the current schedule of the part-time employee or would result in the payment of overtime.

4.2.3 Employees of the BOCES who have completed their probationary period in the posted job title, shall be given preference when filling posted positions conditioned upon the employees' ability to do the work. In the event two (2) or more employees make application and are considered to be equally qualified by the Superintendent or his designee, the BOCES shall give preference to the employee with the most seniority. If the BOCES selects a member of the bargaining unit to fill the posted position, Human Resources shall advise the selected member in writing. If the member cannot be moved within two
SECTION 4.2 - POSTINGS CONTINUED:

(2) weeks of the date the written notice is sent, the Association President will be notified in writing by the Superintendent or his/her designee of the reason for the delay, and give a reasonable date of the expected appointment. The District Superintendent's decision resulting from this procedure shall be final and binding on all concerned. The remedy for a failure to provide written notice of delay shall be production of such notice within two (2) working days.

4.2.4 All employees are to be employed through the regulations and the laws of the New York State Civil Service Department.

SECTION 4.3 - TRANSFERS TO DIFFERENT WORK LOCATIONS

4.3.1 Work Locations

Work location areas are Erie County, Northern Chautauqua County, and Southern Chautauqua County. Erie County - shall be defined as the area generally serviced by the Ormsby Educational Center and the Carrier Educational Center and consisting of the following school districts: East Aurora, Eden, Holland, Iroquois, Lake Shore, North Collins, Orchard Park and Springville-Griffith Institute.

Northern Chautauqua County - shall be defined as the area generally serviced by the LoGuidice Educational Center and consisting of the following school districts: Brocton, Cassadaga Valley, Dunkirk, Forestville, Fredonia, Gowanda, Pine Valley, Silver Creek and Westfield.

Southern Chautauqua County - shall be defined as the area generally serviced by the Hewes Educational Center and consisting of the following school districts: Bemus Point, Chautauqua Lake, Clymer, Falconer, Frewsburg, Jamestown, Panama, Ripley, Sherman and Southwestern.
SECTION 4.3 - TRANSFERS TO DIFFERENT WORK LOCATIONS
CONTINUED:

4.3.2 Transfer to a Different Work Location Area (Not applicable to Teacher Aides)

When BOCES desires to transfer an employee, other than a teacher aide, to a different work location area, it shall first utilize volunteers working in the job classification to which transfer is being made. If no qualified volunteers are available, then the Superintendent shall select the least senior qualified employee within the classification.

4.3.3 Procedure to Appeal a Transfer to a Different Work Location Area (Not applicable to Teacher Aides)

The employee, other than a teacher aide, shall be notified not less than ten (10) calendar days before the effective date of such transfer. If, within ten (10) calendar days after such notice, the employee so requests, BOCES shall arrange a meeting within the next ten (10) calendar days among the employee, an Association representative and the responsible administrator at which time the reasons for the transfer of that employee and possible alternatives (if any) shall be explored. The Superintendent's decision resulting from this procedure shall be final and binding on all concerned.

4.3.4 Layoff for Transfer to Another Work Location Area (Not applicable to Teacher Aides)

Should a transfer require an employee, other than a teacher aide, to change the area of such employee's work assignment, such employee can opt to be laid off and placed on the recall list for four (4) years, or such employee can opt to take an unpaid leave of absence until an opening occurs in their work location, or a work location of their choice, for up to four (4) years, whichever is less. Work location areas are Erie County, Northern Chautauqua County, and Southern Chautauqua County.
SECTION 4.4 - LAYOFF AND RECALL - TEACHER AIDES

4.4.1 Reduction in Force

Should a reduction in teacher aide positions occur, layoffs shall take place in the reverse order of district-wide seniority within the work location areas cited in 4.3.1 above. That is, the teacher aide in that work location area with the least total district-wide seniority will be the first to be excessed in that work location area. (For example: Should it become necessary to abolish a teacher aide position at the Hewes Center, the teacher aide with the least district-wide seniority currently employed at the Hewes Center position would be excessed. That teacher aide could be more senior than a teacher aide employed in the Northern Chautauqua or Erie County work location area.)

4.4.2 Recall

Recall shall take place for each such work location area from that work location area's recall list as established in 4.4.3 immediately below, in order of district-wide seniority. Either the BOCES or the Excessed Teacher Aide (hereinafter referred to as ETA) may communicate directly or by telephone but all actions must be confirmed in writing by certified mail (return receipt) within five (5) work days regardless of whether such requirement is set forth herein.

4.4.3 Recall List

Separate recall lists shall be maintained for each of the three (3) work location areas as follows:

4.4.3.1 Each ETA who has been laid off shall be placed on the recall list for the ETA's work location area. Such name cannot be removed except as set forth in 4.4.4 and 4.4.5 below.

4.4.3.2 An ETA can opt to be added to the recall list for any other work location area, at the time of excessing, and shall be eligible for recall to an unencumbered
SECTION 4.4 - LAYOFF AND RECALL - TEACHER AIDES CONTINUED:

vacancy in that work location area in accordance with district-wide seniority.

4.4.4 Recall Procedure

4.4.4.1 Each ETA is responsible for notifying the BOCES Human Resources Office, in writing, by certified mail (return receipt) of an address at which the ETA can be reached during the period of layoff. The ETA must also so notify the BOCES Human Resources Office of any change in such address. Should the ETA not so notify the BOCES Human Resources Office within two (2) weeks of the effective date of excessing or change of address, the ETA shall forfeit any and all rights to recall and/or employment. The BOCES Human Resources Office address is: Erie 2-Chautauqua-Cattaraugus BOCES, Carrier Educational Center, 8685 Erie Road, Angola NY 14006.

4.4.4.2 Should an unencumbered vacancy occur in any of the three (3) work location areas, the BOCES shall contact the ETA's on that work location area's recall list by certified mail (return receipt) in accordance with district-wide seniority.

4.4.4.3 Should the ETA fail to respond within five (5) work days of the receipt of the certified recall letter at the address set forth in 4.4.4.1 above by certified mail (return receipt), the ETA's name shall be removed from any and all recall lists and the ETA shall forfeit any and all rights to recall and/or employment.

4.4.4.4 Should the certified recall letter not be deliverable at the address stipulated in 4.4.4.1 above, the ETA's name shall be removed from any and all recall lists and
SECTION 4.4 - LAYOFF AND RECALL - TEACHER AIDES CONTINUED:

the ETA shall forfeit any and all rights to recall and/or employment.

4.4.5 Removal From Recall Lists (In addition to the reasons set forth in 4.4.4 above, an ETA's name shall be removed from the recall list as stipulated herein.)

4.4.5.1 An ETA who has added his name to another work location area's recall list may remove his name from that recall list by certified mail (return receipt), provided that the District has not sent a recall letter to the ETA.

4.4.5.2 Once an ETA is recalled to an unencumbered vacancy, on any of the work location area lists on which the ETA's name has been placed in accordance with 4.4.3, the ETA's name is removed from any and all recall lists.

4.4.5.3 The refusal to accept recall to an unencumbered vacancy in the ETA's work location area or any work location area in which the ETA has opted to have his name added to the work location area's recall list shall be the forfeiture of eligibility for recall to any subsequent unencumbered vacancies and removal from any and all recall lists.

4.4.5.4 The ETA's name shall be removed from any and all recall lists if recall has not taken place within four (4) years after the effective date of the excessing.

4.4.5.5 The ETA shall be notified by certified mail (return receipt) when their name is removed from the recall list.
SECTION 4.4 - LAYOFF AND RECALL - TEACHER AIDES CONTINUED:

4.4.6 Restoration of Rights and Benefits

All rights and benefits shall be restored to the ETA upon recall which commences the first work day of the ETA's return to work to an unencumbered vacancy to which the ETA is entitled in accordance with the conditions set forth herein. The recalled ETA's salary shall be in accordance with his years of service and the salary schedule. Years of service, for salary purposes, does not include time on the recall list.

4.4.7 Null and Void Provision

Sections 4.3.2 - Transfers to a Different Work Location Area; 4.3.3 Procedure to Appeal a Transfer to a Different Work Location Area; 4.3.4 - Layoff for Transfer to Another Work Location Area; shall be null and void in regard to layoff and recall for teacher aides. Layoff and recall for teacher aides shall be governed solely by the conditions herein (4.4.1 - 4.4.7)

SECTION 4.5 - SENIORITY

4.5.1 District-wide seniority, except for layoff and recall for employees in the competitive Civil Service and for veterans who served in time of war and exempt volunteer firemen*, shall be defined as the length of continuous service in a classification. Continuous service shall include those periods while the employee is on the employer's payroll, in the employee's job classification beginning with the date of first appointment to a position in the classification and those periods while an employee is:

a. On an unpaid leave of absence, not to exceed 12 months;
b. On layoff; and
c. Absent from and unable to perform the duties of his position by reason of a disability resulting from occupational injury or disease.
SECTION 4.5 - SENIORITY CONTINUED:

*Seniority for such employees for layoff and recall is governed by Civil Service Rule and Law.

4.5.2 Seniority Lists

Prior to November 1 of each year, the BOCES will give the Association a list of all employees, by job classification (except for teacher aides whose seniority list shall be by geographical area) and first date of continuous employment in that job classification, covering all employees in all classifications. This seniority list shall not be determinative for the purpose of layoff and recall for employees in competitive Civil Service classification, exempt volunteer firemen and veterans who served in time of war. Layoff and recall of such employees shall be in accordance with Civil Service Rule and Law.

SECTION 4.6 - REDUCTION IN FORCE

4.6.1 Layoff

When the number of employees in a non-competitive or labor class classification is to be reduced, the employees in that classification will be laid-off in reverse order of seniority as determined by the standards set forth above in 4.4.1.

4.6.2 Recall

When the number of employees in a non-competitive or labor class classification, except for teacher aides, is to be increased, employees who have been on layoff from that classification for less than four (4) years shall be recalled in order of their seniority as determined by the standards set forth in 4.4.2 before new employees are hired in that classification or in any other classification in which the employee has worked. All rights and benefits shall be restored to the employee upon recall. The recalled employee's salary shall be in
SECTION 4.6 - REDUCTION IN FORCE CONTINUED:

accordance with his years of service and the salary schedule.

SECTION 4.7 - LAYOFF NOTICE

4.7.1 The BOCES shall not excess any bargaining unit employee without first giving a two-week written notice.

SECTION 4.8 - RIGHT TO SUBSTITUTE POSITIONS

4.8.1 Laid-off employees shall have the right of first refusal to any long-term substitute position which occurs in their classification, in the order of seniority, at the minimum permanent rate.

SECTION 4.9 - TEMPORARY ASSIGNMENT

4.9.1 If an employee classified as a custodian, cleaner, grounds keeper, or laborer is assigned by BOCES, in writing, to perform the full duties of an absent employee in a classification which calls for a higher rate of pay for a period of five (5) consecutive working days, the custodian, cleaner, grounds keeper, or laborer shall be paid for the entire period of time the employee is so assigned a rate determined by applying the formula found in Section 8.1.11.

4.9.2 When a teacher aide, or a teaching assistant, is asked to act as a substitute teacher for the entire school day, the teacher aide or teaching assistant shall be paid their regular rate for all actual hours worked plus a substitute stipend equal to two (2) times their regular hourly rate.

If a teacher aide or teaching assistant does the above for a half-day, the teacher aide or teaching assistant shall be paid their regular rate for all actual hours worked plus a substitute stipend equal to one (1) times their regular hourly rate.
SECTION 4.10 - DISCIPLINE/DISMISSAL

4.10.1 The purpose of this section is to serve as a complete replacement for the procedures and substantive rights which are, or may be, afforded to unit employees by Section 75 and Section 76 of the New York State Civil Service Law, including any amendment of, or replacement for, such sections. Therefore, unit employees may not invoke, use, or rely upon any right which may be provided in either section of Law. The sole recourse which employees shall have, with respect to any discipline, including dismissal, which they believe to be without just cause, shall be to the Grievance Procedure set forth in Article 3 of this Agreement.

Employees who have completed at least one hundred eighty-three (183) consecutive calendar days of employment with BOCES (beginning with the first day of work and not counting any period of absence of five (5) or more consecutive work days) shall not be disciplined (i.e.; reprimanded in writing, suspended without pay, reduced in compensation or dismissed) without just cause. The following are not "discipline" within the meaning of this paragraph:

1. Oral: Warnings, reprimands, statements or evaluations adverse to the employee.

2. Written: Warnings, (as distinct from reprimands) statements, or evaluations adverse to the employee.

3. Denial of pay or leave credits, unless such denial is as result of discipline.

SECTION 4.11 - EVALUATION

4.11.1 Purpose: The parties agree that performance appraisals are for the purpose of providing constructive feedback to employees about their performance so that the parties can provide the optimum service to the District.
SECTION 4.11 - EVALUATION CONTINUED:

Procedure: Each performance appraisal will be reduced to writing and discussed with the employee. The employee shall have the opportunity to include, in their personnel file, a written response to the performance appraisal.

ARTICLE 5 - HOLIDAYS AND VACATIONS

SECTION 5.1 - HOLIDAYS

5.1.1 12-month Employees

Independence Day  Christmas Day
Labor Day        New Year's Eve Day
Columbus Day     New Year's Day
Veteran's Day    Martin Luther King Day
Thanksgiving Day Presidents’ Day
Day after Thanksgiving Day Good Friday
Christmas Eve Day Memorial Day

a. All 12-month employees shall be allowed fourteen (14) holidays at their regular daily rate of pay on a schedule to be established by the BOCES after consultation with the Association.

5.1.2 10-month Employees

Columbus Day        New Year's Eve Day
Veteran's Day       New Year's Day
Thanksgiving Day     Martin Luther King Day
Day after Thanksgiving Day Presidents’ Day
Christmas Eve Day    Memorial Day
Christmas Day

a. All 10-month employees shall be allowed eleven (11) holidays at their regular daily rate of pay on a schedule to be established by the BOCES after consultation with the Association.

b. Those 10-month employees previously receiving thirteen (13) holidays shall continue to receive said number.
SECTION 5.1 - HOLIDAYS CONTINUED:

c. If any 10-month employee is required to begin work prior to Labor Day, Labor Day shall be a paid holiday for the employee.

5.1.3 Time off for the days listed in this section will be given on the holiday. If the holiday falls on a weekend, or on an employee's regular day off, the day before or after will be given off.

SECTION 5.2 - VACATIONS

5.2.1 Vacation credit will be earned by each full-time, 12-month employee according to the following:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Credit</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>5 days</td>
</tr>
<tr>
<td>2</td>
<td>10 days</td>
</tr>
<tr>
<td>5</td>
<td>15½ days</td>
</tr>
<tr>
<td>10</td>
<td>21 days</td>
</tr>
</tbody>
</table>

5.2.2 All earned vacation shall be taken by the employee at a time agreeable to the employee and his immediate supervisor and with the approval of the divisional director or his designee.

5.2.3 a. Employees will be allowed to carry forward up to five (5) vacation days past the current twelve (12) month allotment.

b. Employees will be allowed, on a one-time basis during their employment with BOCES, to carry forward up to ten (10) vacation days past the current twelve (12) month allotment.

5.2.4 In the event of transfer to another division, vacation credit shall be used, insofar as is practicable, but any remaining credit shall be transferred with the employee.

5.2.5 Vacation credit shall not be earned by an employee while he is absent without pay.

5.2.6 Upon separation from the BOCES employ, any unused vacation credit, earned according to this Section
SECTION 5.2 - VACATIONS CONTINUED:

5.2, shall be paid for at the employee's current rate of pay.

5.2.7 Employees who were eligible for vacation days in excess of those in 5.2.1 on or before June 30, 1988, shall continue to receive that number of vacation days per year.

5.2.8 Vacation for 12-month Employees Working Less Than Half-Time:

A. Any employee covered by this bargaining unit who works five (5) days per week, twelve (12) months of the year shall be entitled to five (5) paid vacation days annually after one (1) year of service to the BOCES. Further, these employees may take at least an additional five (5) days without pay. Such days subject to approval by the immediate supervisor.

B. Any employees who have completed at least one (1) year of service as of June 30, 1999 shall be entitled to five (5) paid vacation days annually until such time as their entitlement using the formula in "C" below exceeds five (5) days.

C. Effective July 1, 1999, any employee covered by this bargaining unit who works five (5) days for twelve (12) months shall be entitled to vacation days as per 5.2.1 on a F.T.E. basis. For example,

After 2 years of service - 10 days x .4 = 4.0 days
After 5 years of service - 15½ days x .4 = 6.2 days
After 10 years of service - 21 days x .4 = 8.4 days
ARTICLE 6 - LEAVES OF ABSENCE

SECTION 6.1 - CHILD-BEARING/CHILD-REARING, AND CHILD-REARING LEAVE

6.1.1 The parties agree that the wording in this Article 6, Leaves of Absence, Section 6.1 (Child-Bearing/Child-rearing and Child-rearing Leave), shall apply to all members of the unit, both male and female.

6.1.2 In the event an employee desires a child-bearing/child-rearing leave, the employee shall give written notice to the District Superintendent no later than the thirtieth (30th) consecutive day (waived in emergency situations) prior to the date they wish to commence the leave. The notice shall specify when the employee desires the child-rearing portion of the leave to end. The total time for this leave may not exceed two (2) years.

6.1.3 In the event an employee desires a child-rearing leave, the employee shall give written notice to the District Superintendent no later than the thirtieth (30th) consecutive day (waived in emergency situations) prior to the anticipated delivery date. The child-rearing leave shall begin when the employee's disability ends and shall end not more than two (2) years later. The notice shall specify when the employee desires the child-rearing leave to end.

6.1.4 This notice shall be accompanied by a statement from the attending physician which states the anticipated date of delivery and that the employee's condition will not interfere with the full performance of her duties.

6.1.5 An employee may take either a child-bearing/child-rearing leave (6.1.2) or a child-rearing leave (6.1.3), but may not take both for any one (1) pregnancy, provided that the child will not have passed its second (2nd) birthday on or before the first (1st) day of the requested leave.

6.1.6 A child-rearing leave may be taken for the adoption of a child up to age five (5).
SECTION 6.1 - CHILD-BEARING/CHILD-REARING, AND CHILD-REARING LEAVE CONTINUED:

6.1.7 An employee on an unpaid child-bearing/child-rearing or child-rearing leave may terminate the leave if they give at least sixty (60) days notice to the resumption of duties.

SECTION 6.2 - SICK, URGENT PERSONAL BUSINESS, AND BEREAVEMENT

6.2.1 Leave Allotment

Each person covered by this Agreement, who works a five (5) day work week, will earn leave at the rate of one and one-half (1.5) days per month for a total possible earned leave per annum as follows:

10-month employees . . . . . 15 days
12-month employees . . . . . 18 days

6.2.2 Crediting Leave

The method of crediting the employee's sick day at the end of the month shall be determined by the date of that person's employment. An employee who joins the BOCES organization between the first (1st) and the fifteenth (15th) of any month shall have a sick day credited to his benefit at the end of the given month. An employee who commences his work with the BOCES on the sixteenth (16th) to the thirty-first (31st) of a given month shall not accumulate a sick day until the end of the month following the date of employment.

Each person covered by this Agreement who works a five (5) day work week will be permitted to accumulate leave days up to a maximum of two hundred twenty-five (225) days for 12-month employees and two hundred twenty-five (225) days for 10-month employees. Such accumulated days can be used only for personal illness.

Sick leave accumulated by an employee prior to the beginning date of this contract shall be credited to the employee under the preceding paragraph.
SECTION 6.2 - SICK, URGENT PERSONAL BUSINESS, AND BEREAVEMENT CONTINUED:

Each person covered by this Agreement who regularly works a less than five (5) day work week will be credited with two (2) leave days on July 1 of each year. These are not cumulative.

6.2.3 Leave Days May Only be Used For:

a. Personal Illness

The employee must provide a physician's statement as to the reason for any personal or family illness absence which exceeds five (5) consecutive days. School year shall include July and August.

b. Family Illness

Absence with full pay shall also be granted to an employee for necessary attendance upon a member of the employee's immediate family for illness or incapacity of such person. The employee must provide a physician's statement as to the reason for any family illness absence which exceeds five (5) consecutive days. The following are deemed to be members of the immediate family: spouse, parents (including step-parents), children (including step-children) brother, sister, mother-in-law, and father-in-law.

c. Sick Leave Abuse

If the BOCES has a clear-cut reason to believe a USA member utilized sick leave for leisure purposes, the member will be charged one and one half sick days for every day of abuse.

d. Bereavement

Leave for death in the family shall be granted for a maximum of five (5) days, such time not deductible from sick leave. "Family" shall be defined for above to include wife, husband, mother, father, including step parents, son,
SECTION 6.2 - SICK, URGENT PERSONAL BUSINESS, AND BEREAVEMENT CONTINUED:

daughter, including step children, legal guardian, legal ward, sister, brother, father-in-law, mother-in-law, grandchildren, grandparent or person residing, on other than a temporary basis, in the employee's household. Leave for death of the unit member's sister-in-law, brother-in-law, aunt or uncle shall be granted for one (1) day, such time not deductible from sick leave. Any necessary additional days shall be deducted from the accumulated leave (6.2.2) or vacation leave (5.2).

e. Urgent Personal Leave

Urgent personal business which cannot be conducted outside of normal working hours, except that only five (5) such days may be used in any one (1) year for this purpose, and provided that such leave for personal business will not be taken on the day immediately prior to or immediately following a scheduled holiday, winter, spring or summer break for ten (10) month employees and holiday or scheduled vacation days for twelve (12) month employees. Personal leave days shall not be granted for more than three (3) consecutive days. When possible, an employee shall provide his immediate supervisor with advance written notice of his intention to use such a personal day.

In situations when an employee cannot provide advance written notice to the supervisor, the employee shall provide telephone notice to the supervisor and, shall follow up that notice in writing on the first (1st) day that employee returns to work. Such notice to be received within three (3) working days by the supervisor. If the employee does not comply within the above time frame, the individual's personal day will be denied and the individual will forfeit one (1) day's pay.
The requirement for written statements within this section should not be construed as requiring an employee to state reasons for using a personal day.

f. Each covered employee must submit an Absence Request Form ("ARF") within three (3) business days of the employee’s return from any absence. Such form may be submitted in paper format, or electronically at the option of the BOCES.

6.2.4 Emergency Closings

Days on which the building in which an employee works is closed for students due to inclement weather or other emergency reasons:

When the building is closed by the District Superintendent, or his designee, for all personnel there will be no deduction from leave time.

If an employee is required to work in a building which is closed by the District Superintendent, or his designee, to other personnel covered by this Agreement, the employee will be compensated at the overtime rate of one and one-half (1.5) times their regular rate. In the event that a building is reopened by the District Superintendent or his designee for any scheduled event or program, second shift employees will be required to report at their regular rate of pay.

In the event that a building is closed during the work day for a non-weather reason, personnel who work predominantly off-campus and are not affected by the emergency closing shall continue working and not be compensated at the overtime rate.

The above applies to all nonteaching personnel except aides.
SECTION 6.2 - SICK, URGENT PERSONAL BUSINESS, AND BEREAVEMENT CONTINUED:

1. When a building is closed due to inclement weather or other emergency reasons, and certified teachers are not required to be present, teacher aides will not be required to report to work. There will be no loss of pay or leave time in this situation.

2. If BOCES is required to make up days of attendance caused as the result of the inclement weather or emergency reasons as in "1" above, teacher aides will report to work with no additional compensation.

6.2.5 Workers’ Compensation

An employee who is injured on the job or school property must report the accident to the employee's immediate supervisor as soon as possible. An employee who is injured on the job is entitled to compensation benefits as provided under the New York State Law. He may, however, accept the medical care provided by Workers’ Compensation and elect to receive full pay for such time as he has sick leave credit. In the event that the employee elects sick leave rather than compensation benefits, BOCES shall request reimbursement for the amount so paid as provided by the Workers’ Compensation Law. Sick leave credits equal to the money value of the above credits which is paid to the BOCES, shall be restored to the employee's credit.

An employee receiving compensation payments and not opting to use paid sick leave time shall be eligible for medical insurance coverage, provided the employee was actively enrolled and pursuant to any contributions detailed in Section 8.2, for a period of up to three (3) calendar months commencing the first month following the date of injury.

An employee eligible for compensation payments and who has exercised the option to use accumulated sick leave shall be eligible for medical insurance coverage, provided the employee was actively enrolled and pursuant to any contributions detailed
SECTION 6.2 - SICK, URGENT PERSONAL BUSINESS, AND BEREAVEMENT CONTINUED:

in Section 8.2, for a period of up to three (3) calendar months beyond the exhaustion of sick leave, commencing the first of the month following the months their sick leave is exhausted.

SECTION 6.3 - SICK LEAVE BANK

6.3.1 The Association shall administer the sick leave bank. Utilization of sick bank days, or denial of same, due to lack of contributions shall not be subject to the grievance procedure.

6.3.2 Employees may contribute sick leave days which they have accumulated to any employee who has exhausted all sick leave days available to him. No more than an aggregate of seventy-five (75) days may be contributed to any sick employee during any one (1) calendar year. It is understood that any such days contributed will be regarded as having been used by the employee contributing them and not subject to reinstatement later, for any reason. It is further understood that all such contributions shall be voluntary and accompanied by a letter of transfer signed by the contributing employee.

SECTION 6.4 - OTHER LEAVES

6.4.1 Association Days:

Two hundred (200) hours will be credited annually to the Association to be used for Association business. (There will be no charge to the Association's personal leave account for negotiations for the initial agreement.)

6.4.2 Military leave shall be as provided by New York State statute.

6.4.3 A regular BOCES employee shall be entitled to his usual pay for the day he serves as a juror in Federal Court, Grand Jury, County Court, Supreme Court.
SECTION 6.4 - OTHER LEAVES CONTINUED:

Court, City Court, Town, or Village Court if such time spent on jury duty coincides with the employee's regular work time. If it does not coincide, the employee is expected to report to work as usual.

6.4.4 Leave of Absence Without Pay

An employee may apply for a leave of absence without pay. Written application shall be made to the BOCES' Superintendent. Leave for educational purposes may be considered under this provision. The granting of leaves under this provision will not be precedent setting in any administrative forum. The employee on leave, under the provision of this item, shall not earn pay, sick leave credit, vacation credit, or be entitled to hospitalization benefits. If the BOCES' Superintendent approves a short-term leave (two [2] weeks or less) there shall be no loss of benefits.

6.4.5 Service with Affiliate

Upon request to the Superintendent, a leave may be granted to an employee for service with the NYSUT. Such leave shall run from July 1 to June 30 of each year.

SECTION 6.5 - ABSENCE - REPORTING AND RECORDING

6.5.1 All absences shall be reported, not less than two (2) hours in advance of scheduled reporting time except in cases of emergency or when not practical, by employees, to their immediate supervisor or designee, as defined in Section 1.1.10.

6.5.2 An official record of attendance shall be maintained in the personnel office. This record shall indicate time off for vacation, sick leave, personal days and other absences. It shall be the responsibility of each employee to submit an Absence Request Form (ARF) to his divisional Director immediately upon knowledge of absence (personal and vacation requests

-37-
SECTION 6.5 - ABSENCE - REPORTING AND RECORDING CONTINUED:

must be submitted at least three [3] days prior to request for time off; sick leave request must be submitted within three [3] days after return to work).

ARTICLE 7 - MISCELLANEOUS

SECTION 7.1 - SUMMER SCHOOL EMPLOYMENT

7.1.1 Sick Leave

During the summer school, summer school employees shall be entitled to sick days in accordance with the following conditions:

a. Employees who have perfect attendance for the six (6) week summer program shall have two (2) days credited to their accumulated sick leave account.

b. Unit members who use one (1) sick day or part thereof or take one (1) deduct day or part thereof shall have no days credited to their accumulated sick leave account, but may use an additional sick day from their prior accumulation. If the unit member has no prior accumulation, additional sick days or parts thereof will be deducted from salary.

7.1.2 Bereavement Leave

Employees may utilize the same number of days per summer school session as allocated under Section 6.2.3.c. of the contract.

7.1.3 Employees having been previously employed in the Erie 2-Chautauqua-Cattaraugus BOCES summer program in a given area will have the right to first refusal of subsequent summer school positions in that area.

Employment will be determined by summer seniority. Summer seniority is defined as cumulative years of summer service in the given area. Areas are Erie
SECTION 7.1 - SUMMER SCHOOL EMPLOYMENT CONTINUED:

county, Northern Chautauqua County and Southern Chautauqua County.

7.1.4 The following sections* of the Agreement shall not apply to summer school employees during the summer school program.

a. Section 4.1.6 - Summer Hours
b. Section 4.2.1 in regard to the posting and filling of summer school program positions during the summer school program session.
c. Section 4.3 - Transfers to Different Work Location (except Section 4.3.2)
d. Section 4.6 - Reduction in Force
e. Section 4.7 - Layoff Notice
f. Section 4.8 - Right to Substitute Positions
g. Section 5.1 - Holidays
h. Section 5.2 - Vacations
i. Section 6.1 - Child-Bearing/Child-Rearing, and Child-Rearing Leave
j. Section 6.2.1 and 6.2.2 - Sick and Urgent Personal Business, except as set forth in 7.1.1.
k. Section 6.3 - Sick Leave Bank
l. Section 6.4.4 - Leave of Absence Without Pay
m. Section 7.4 - Adult Education Fund

Any District employee selected and accepting summer employment shall be expected and required to complete the full term of the summer appointment. Any failure to do so shall automatically forfeit that employee's right to apply for or be considered for future summer employment.

* All other sections of the Agreement shall be applicable during the summer school program.

7.1.5 Ten-month employees and part-time employees not previously employed by BOCES in a summer program shall be offered any summer work available within their category before BOCES hires other individuals. This will be determined by seniority as set forth in Section 4.5.1.
SECTION 7.1 - SUMMER SCHOOL EMPLOYMENT CONTINUED:

7.1.6 Ten-month employees and part-time employees not covered by 7.1.3 and 7.1.5 and who have not been previously employed by BOCES in a summer program shall be offered any summer work, provided they are qualified in the sole judgment of the administration, before BOCES hires other individuals. This will be determined by seniority as set forth in Section 4.5.1.

SECTION 7.2 - PERSONNEL FILE

7.2.1 There shall be one (1) official personnel file for each employee which shall be maintained in the central office. An employee may inspect his personnel file upon reasonable notice and may be accompanied during the inspection by an Association representative. When the inspection takes place, the employee (and the representative, if any) shall sign and date a statement that he has inspected the file. At the time of inspection, the employee shall be given a copy of any item in the file which he requests and he shall sign and date a receipt therefor. An employee may submit a written, signed, and dated statement regarding any item in the file and such statement shall be placed in the file. Before any written item which is critical of an employee, is placed into the employee's file, the employee shall be given a copy thereof. Nothing in this paragraph applies to confidential letters of reference.

SECTION 7.3 - MEETINGS, WORKSHOPS, CONFERENCES OR TRAINING PROGRAMS

7.3.1 BOCES will pay registration fees, conference fees, and reasonable charges for food and lodging; when accompanied by receipts, incurred by employees who attend approved meetings, workshops, conferences or training programs at the request of BOCES. If such attendance is on an employee's regularly assigned work day, the employee will be compensated at the employee's regular rate of pay. Requests for attendance must be recommended by the employee's
SECTION 7.3 - MEETINGS, WORKSHOPS, CONFERENCES OR TRAINING PROGRAMS CONTINUED:

supervisor and approved by the District Superintendent.

7.3.2 In addition, the District Superintendent may recommend that employees covered by this Agreement take courses or engage in other activities (e.g., technical school) that, in the judgment of the District Superintendent, will have a reasonable chance of improving the employee's skills. If such recommendation includes attendance at a college or university, or any other educational activity that requires a tuition payment, and such employee elects to take the course as recommended, BOCES shall reimburse the employee subject to the following conditions:

1. One-half (½) of the tuition reimbursed on proof of enrollment.

2. One-half (½) of the tuition on proof of successful completion of the course.

All reimbursements are made at the SUNY rate for community college tuition, college tuition, or university tuition, depending on the type of institution selected, regardless of whether the institution is a SUNY school or not. The BOCES is only bound to provide reimbursement to employees who take courses or engage in other activities covered by this paragraph where recommendation from the District Superintendent is received prior to the employee enrolling in the course or committing to engage in the other activity.

7.3.3 INSERVICE EDUCATION - Staff members who receive prior written approval* from their immediate supervisor and who are approved by the District Superintendent, or his designee for enrollment in an inservice course, will receive a one-time payment of two hundred dollars ($200) for each six (6) hours of approved successfully completed inservice education.
SECTION 7.3 - MEETINGS, WORKSHOPS, CONFERENCES OR TRAINING PROGRAMS CONTINUED:

(*Prior written approval is automatically granted to BOCES staff for courses sponsored by Erie 2-Chautauqua-Cattaraugus BOCES Instructional Technology Services Division, including those offered by SETRC, Erie-Catt Teacher Center and Chautauqua County Teachers' Center. Prior approval and verification is processed by the ITS Division for all BOCES staff registered for Erie 2 BOCES-sponsored courses as defined above.)

One (1) hour of inservice education is defined as fifteen (15) clock hours of approved instruction. Only hours approved after ratification of this Agreement may be used for credit toward this stipend. BOCES will supply a form for the purpose of securing prior approval.

SECTION 7.4 - ADULT EDUCATION FUND

7.4.1 A. Employees will be permitted to take adult education courses offered by BOCES at no cost to the employee provided there is sufficient enrollment to meet course requirements and the course is judged by the District Superintendent to be job related. The District Superintendent’s decision shall be final. Supply costs are to be borne by the employee.

B. Employees will be permitted to take adult education courses offered by BOCES at no cost to the employee provided there is sufficient enrollment to meet course requirements. The number of employees may be limited up to thirty percent (30%) of the maximum course enrollment provided that total tuitions received from non-BOCES enrollees covers the full and complete cost of operating the course. Enrollments will be on a first-come, first-serve basis. Supply costs are to be borne by the employee.

C. Not included in the above are courses, programs or events offered through the BOCES Adult Education program but for which the BOCES does
SECTION 7.4 - ADULT EDUCATION FUND CONTINUED:

not retain the full or even a partial amount of the tuition and/or fees. These include, but are not limited to, tours, recreational or vendor sponsored programs.

7.4.2 BOCES will contribute one thousand dollars ($1,000) per semester to an education pool. The pool will be used to pay tuition for unit employees wishing to take J.C.C and/or other Community Colleges adult education courses offered through the BOCES. An employee will be able to utilize up to fifty dollars ($50) per course. First choice will be employees who have obtained, from their divisional director, a recommendation based on the course benefiting their current position. Any unused monies may be used by those employees selected by lottery to take courses without the recommendation of their divisional director.

7.4.3 Employees selected by lottery will not be eligible for the lottery the following semester, but may be eligible for this benefit if there are sufficient monies in the adult education fund.

SECTION 7.5 - SAFETY GLASSES, SHOES, UNIFORMS

7.5.1 Safety Glasses:

If an employee who wears prescription glasses is also required to wear prescription safety glasses on the job, the BOCES will pay the cost of replacing one (1) pair of glasses every two (2) years, with a seventy-five dollar ($75) limitation. The immediate supervisor will determine if safety glasses are required and will notify appropriate personnel.

7.5.2 Safety Shoes:

The immediate supervisor will determine if safety shoes are required and will notify appropriate personnel.
SECTION 7.5 - SAFETY GLASSES, SHOES, UNIFORMS CONTINUED:

The BOCES will provide thirty-five dollars ($35) per year toward the cost of safety shoes for employees as required by the BOCES. Safety shoes shall be worn at all times while at work. Receipt of purchase shall be presented prior to payment.

7.5.3 Uniforms and Standards of Dress:

The BOCES will provide each custodian, building maintenance mechanic, truck driver and full-time cleaner with three (3) shirts and three (3) pairs of pants per year and one (1) name tag. Part-time cleaners will be provided with three (3) shirts or three (3) smocks per year and one (1) name tag. Once during each year of this Agreement, the parties may mutually agree to alter the foregoing package for a given year only.

Uniforms and name tags must be worn whenever the employee is being paid unless the employee has the permission of his immediate supervisor. The BOCES will also provide cafeteria workers with three (3) smocks per year.

All employees shall observe reasonable standards of appearance and grooming. It is understood that "appearance" may be one of the criteria in employee performance evaluations.

SECTION 7.6 - TRANSPORTATION OF STUDENTS/USE OF PERSONAL AUTOMOBILE

7.6.1 Transportation of Students:

No employee will be required by BOCES to transport students in the employee's personal automobile.

Students will only be transported in vehicles with a current Department of Transportation sticker.
SECTION 7.6 - TRANSPORTATION OF STUDENTS/USE OF PERSONAL AUTOMOBILE CONTINUED:

7.6.2 Use of Personal Automobile:

BOCES will reimburse an employee at the IRS rate for use of his personal automobile on travel authorized by BOCES. The IRS rate will be published on or about July 15, of each year, and as changes occur in the rate by the IRS. Reimbursement for personal automobile use will be approved only when a BOCES-owned vehicle is not available.

SECTION 7.7 - FIELD TRIPS

7.7.1 Overnight Field Trips:

If the trip involves one or more nights, the Teacher Aide or Teaching Assistant will be paid for two (2) shifts per day with a minimum of twelve (12) hours. If the number of hours exceeds forty (40) hours, the overtime rate will be applied for all hours over forty (40).

7.7.2 Day Field Trips:

The Teacher Aide or Teaching Assistant will be paid their normal hourly rate for actual number of hours worked.

ARTICLE 8 - COMPENSATION

SECTION 8.1 - WAGES

8.1.1 Employees will receive remuneration in accordance with the applicable salary schedules attached hereto as Appendices B, C, D and E in conjunction with their respective titles and grouping as defined below. These salary schedules represent a fifty-five cent ($.55) increase in 2009/2010; a sixty-five cent ($.65) increase in 2010/2011; a seventy cent ($.70) increase in 2011/2012; and a seventy-five cent ($.75) increase in 2012/2013. These increases apply to all eligible employees.
SECTION 8.1 - WAGES CONTINUED:

NONINSTRUCTIONAL TITLE GROUPINGS

GROUP A
Cleaner
Clerk II
Food Service Helper
Grounds Keeper
Instructional Materials Handler
Laborer

GROUP B
ETV Operator
Lifeguard
Teacher Aide
Truck Driver

GROUP C
Account Clerk
Clerk II Data Base
Composer
Instructional Materials Assistant
Purchasing Clerk
Typist II

GROUP D
Account Clerk Typist
Bus Driver II
Clerk II/Bus Driver II
Custodian
Data Processing Control Clerk
Senior Clerk-Typist
Senior Film Library Operator
Senior Library Typist
Senior Typist

GROUP E
Administrative Aide (Data Base)
Cook Manager
School Nurse Assistant
Stenographer II
Teaching Assistant
SECTION 8.1 - WAGES CONTINUED:

GROUP F
Building Maintenance Mechanic
Graphics Technician
Mechanic II
Printer

GROUP G
Financial Accounting Technician

GROUP H
Certified Occupational Therapy Assistant (COTA)
Health Monitor
Physical Therapy Assistant (PTA)

GROUP I
Communications Network Technician
Distance Learning Technician
General Maintenance Mechanic
Micro Computer Technical Assistant
Registered Professional Nurse (School)

8.1.2 Salary Notice:

1. Not later than the thirtieth (30th) day following the execution date of this Agreement or June 1, whichever is earlier, the BOCES shall provide each 12-month employee two (2) copies of notices containing the following information:

   The employee's assignment and the employee's salary for the coming year.

2. Not later than June 2, the BOCES shall provide each 10-month employee two (2) copies of notices containing the following information:

   The BOCES' best estimate of the employee's employment status for the following year.

3. Not later than September 30, the BOCES shall provide each 10-month employee two (2) copies of notices containing the following information:
SECTION 8.1 - WAGES CONTINUED:

The employee's salary, assignment and work location for the coming year.

4. Additional requests will be answered with a self-addressed, stamped envelope.

8.1.3 A. Unit members will be paid bi-weekly. If a payday falls during a holiday, the check will be mailed to the unit member on the normal mailing day before the scheduled payday. The parties will meet and discuss pay schedules on an annual basis.

B. The District may unilaterally change to a semi-monthly payroll distribution at the start of a contract year in the future. The District will provide no less than sixty (60) days notice of the change to the Association President. The District will invite the Association President to participate in a discussion of the semi-monthly payroll schedule no less than forty-five (45) days before such change is implemented. When such change is ready for implementation, the members will receive at least 10 working days written notice prior to the change. The semi-monthly payroll distribution will provide payroll on the 15th and the last business day of the month. If the 15th is a Saturday, payment will be made on Friday (the 14th). If the 15th is a Sunday, payment will be made on Monday (the 16th).

C. In the event the BOCES implements the semi-monthly payroll distribution, the District will provide notice via BOCES calendar. In such a case, the first payroll distribution date will be the first compensated Friday in September with the second payroll distribution date being September 15. Each would reflect the payment for the actual number of scheduled, compensated days in that pay period. Thereafter, the balance of the annual salary will be divided equally into the remaining nineteen (19) payments for a total of 21 pays.
SECTION 8.1 - WAGES CONTINUED:

D. All unit members employed for ten (10) months (September-June) shall be permitted an option to be paid on the basis of twenty-five (25) pays during the year but the balance of all salary earned and due for the fiscal year shall be paid on the last payroll date in June (one regular check and one check to cover the remaining four pays). Should the first pay period or first two pay periods be less than a full pay, the procedures for less than full pay defined above shall apply to those members electing the twenty-five (25) pay option.

8.1.4 Salaries for 10-month employees will be effective September 1 to September 1.

8.1.5 Ten-month long-term substitutes shall not participate in the health insurance program while the employee is a temporary employee in accordance with the conditions of Section 1.1.13.

8.1.6 Longevity Increment:

a. Effective July 1, 2003 after a full-time employee completes twelve (12) years of his present period of continuous service with the BOCES, such employee shall be granted a longevity increment in the amount of three hundred twenty-five dollars ($325).

After seventeen (17) years of continuous service with the BOCES the employee's longevity increment shall be increased to five hundred seventy-five dollars ($575).

After twenty (20) years of continuous service with the BOCES the employee's longevity increment shall be increased to eight hundred fifty dollars ($850). These increments are not cumulative.

b. Longevity for part-time people will be distributed to BOCES employees as follows:
Effective July 1, 2003 after twelve (12) years of continuous service with the BOCES the employee's longevity increment shall be one hundred thirty-five dollars ($135).

After seventeen (17) years of continuous service with the BOCES the employee's longevity increment shall be two hundred thirty-five dollars ($235).

After twenty (20) years of continuous service with the BOCES the employee's longevity increment shall be three hundred fifty dollars ($350).

These increments are not cumulative.

c. Payment of the longevity increments shall be as follows: Employees who become eligible for longevity increments shall receive the increment(s) in the first pay period following the qualifying anniversary date and subsequent anniversary dates annually in a separate check.

The following is an illustration of the schedule for such payments:

<table>
<thead>
<tr>
<th>Anniversary</th>
<th>10-month</th>
<th>12-month</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>135</td>
<td>325</td>
</tr>
<tr>
<td>13</td>
<td>135</td>
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</tr>
<tr>
<td>14</td>
<td>135</td>
<td>325</td>
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<td>16</td>
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</tr>
<tr>
<td>20</td>
<td>350</td>
<td>850</td>
</tr>
<tr>
<td>21 and above</td>
<td>350</td>
<td>850</td>
</tr>
</tbody>
</table>

These increments are not cumulative.

8.1.7 Shift Premium:

Second shift employees shall be defined as those employees regularly scheduled to work a majority of
SECTION 8.1 - WAGES CONTINUED:

their hours per day after 3:00 PM and shall receive forty-five cents ($0.45) per hour differential. This shall not apply if a second shift employee is asked to work the first shift, on a temporary basis, during a recess period, or while covering for an employee on extended vacation or an extended sick leave.

If a second shift employee is asked to come in early before the second shift begins, the shift premium will be paid for all hours worked that day.

8.1.8 Overtime:

Overtime premium pay shall be paid at the rate of one and one-half (1.5) times an employee's regular hourly rate for all hours worked in excess of forty (40) hours per week. Paid holidays shall be considered as time worked for purposes of computing overtime. Overtime shall be distributed and rotated as equally, as is practical, among employees within each classification in each building, office or other location where the work is to be performed.

In addition, teacher aides who work a bus run will receive an additional one dollar ($1) per hour premium over their regular hourly rate of pay while performing their bus duties.

8.1.9 New Positions:

If the BOCES establishes a new nonteaching classification, it shall post said position in accordance with Section 4.2. Not later than the thirtieth (30th) consecutive calendar day after it receives that posting, the Association shall notify the BOCES' Superintendent, in writing, whether it desires to negotiate a change in the rate and, if the Association does so, the parties shall promptly enter into such negotiations, but this shall not bar the BOCES from paying at least the minimum rate pending the conclusion of the negotiations by agreement of the parties.
8.1.10 Promotion or Job Change Salary Adjustments

Whenever an employee is promoted in the direct line of promotion or makes a permanent job change into a higher group, that employee shall receive a rate based on what percent of the maximum current rate the employee is getting in their present classification. That percent would then be the amount of the maximum in the new classification.

Example:

<table>
<thead>
<tr>
<th>Group</th>
<th>Current Rate</th>
<th>Max Rate</th>
<th>% of Max</th>
<th>New Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$9.90</td>
<td>$16.97</td>
<td>58%</td>
<td>$10.52</td>
</tr>
<tr>
<td>C</td>
<td>18.13</td>
<td>58%</td>
<td>$10.52</td>
<td></td>
</tr>
</tbody>
</table>

If an employee is laid off and takes a position in a lower classification, that employee shall receive a rate based on what percent of the maximum current rate the employee is getting in their present classification. That percent would then be the amount of the maximum in the new classification.

Example:

<table>
<thead>
<tr>
<th>Group</th>
<th>Current Rate</th>
<th>Max Rate</th>
<th>% of Max</th>
<th>New Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>$14.34</td>
<td>$23.94</td>
<td>60%</td>
<td>$11.24</td>
</tr>
<tr>
<td>E</td>
<td>18.74</td>
<td>60%</td>
<td>$11.24</td>
<td></td>
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</tbody>
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<td></td>
</tr>
</tbody>
</table>
SECTION 8.1 - WAGES CONTINUED:

The maximum rate chart indicated above is not intended to be a salary schedule in any way and is only applicable for the purposes described within this section.

SECTION 8.2 - INSURANCE AND PENSION

8.2.1 Health Insurance:

a. The BOCES shall provide employees with health benefits coverage through Blue Cross/Blue Shield. There shall be two (2) plans available, Traditional and Point of Service ("POS"). In its discretion, the BOCES may elect to provide Traditional and/or POS coverage through another provider, a self-funded program or through a trust, or a combination of these forms, provided that the replacement coverage is comparable to or better than coverage offered by Blue Cross/Blue Shield. In addition, in its discretion, the BOCES may chose to carve out the prescription coverage at any time and provide such coverage through another provider, a self-funded program or through a trust, or a combination of these forms, provided that the replacement coverage is comparable to or better than the current prescription coverage.

b. For those employees who enroll in the POS, prescription co-pays shall be seven dollars ($7.00) for all prescriptions. The BOCES may choose to carve out and self-insure prescription coverage at any time during the course of this Agreement.

c. Those employees who currently have the point-of-service product shall be eligible for the new point of service product under the single health insurance provider or the least cost plan, whichever is applicable. Those employees who currently have either Plan A or Plan B shall be eligible for the traditional health
insurance product or a lesser cost plan under the single health insurance provider. All new employees may only select the least expensive product available for the first five (5) years of employment.

d. For 2009-2010 and 2010-2011, the BOCES shall pay one hundred percent (100%) of the cost of health insurance premiums subject to the provisions below. As of July 1, 2011, the cost sharing for health insurance premiums shall change, with the BOCES paying ninety-five percent (95%) of the premium cost, and the employee paying five percent (5%). As of July 1, 2012, the cost sharing for health insurance premiums shall change, with the BOCES paying ninety percent (90%) of the premium cost, and the employee paying ten percent (10%).

e. Employees shall be eligible to purchase the health insurance plan of their choosing, at their own expense, at the BOCES health insurance rate in effect. Any employee, after five (5) years of employment, may enroll in the health insurance plan of their choosing, at their own expense, at the BOCES health insurance rate in effect. This means that such employees would be responsible to pay the difference between the full cost of the plan of their choosing and the BOCES' share of the plan for which they are eligible pursuant to subparagraph (c) of this Section.

f. Unit members who, as of March 24, 2010 opt to receive an annual cash buyout, shall be equal to the cash amount provided in the 2008-2009 school year in lieu of participating in the BOCES health insurance program, provided the employee submits to BOCES proof of health insurance coverage from another source.

Employees electing this option may not re-enter the insurance program for one (1) year and must make known their intention by August 1 of each
SECTION 8.2 - INSURANCE AND PENSION CONTINUED:

year. This money shall be paid in the regular biweekly paycheck.

1. All new full-time employees will be provided with either health insurance as per 8.2.1 a. or a payment in lieu of insurance in the amount of four thousand dollars ($4,000). For payment in lieu of insurance, the employee must provide to the BOCES proof of health insurance coverage from another source. A 12-month employee who is less than full-time shall be entitled to health insurance on a pro-rated basis pursuant to conditions set forth in Section 1.1.14. Ten-month employees regularly scheduled for less than full-time, but half-time or more, shall be eligible to participate in the BOCES' health insurance plan with the BOCES paying a pro-rated amount of the BOCES' share of the health insurance rate in effect.

2. All current employees who now choose not to have health insurance and instead receive a payment (as per Section 8.2.1 f.1.) and who later opt to participate in health insurance, due to the occurrence of a "Qualifying Event" as defined below, shall be provided with health insurance, either fully paid or pro-rated if not a full-time employee (as per the above).

There shall be no waiting period, and no buy-out (as per 8.2.1 f.1.). A qualifying event includes: a.) A change in an employee's legal status including marriage, death of employee's spouse, divorce, legal separation and annulment. b.) A change in the number of dependents that the employee has due to events that include birth, adoption, placement for adoption and death. c.) A termination or commencement of employment by the spouse.
3. It is understood by the parties that an employee who waives health insurance may opt to participate in health insurance, during the window period, without a "Qualifying Event".

4. Any ten-month employees hired prior to June 1999 electing to have no health insurance coverage shall receive a four thousand dollar ($4,000) buy-out annually. Should said employee elect to have health coverage and/or subsequently elect to once again revert to the health insurance buy-out, said employee shall continue to receive the four thousand dollar ($4,000) buy-out. Additionally, any ten-month employee hired prior to June 1999 electing health insurance coverage shall receive a four thousand dollar ($4,000) buy-out annually should they elect the buy-out in lieu of health insurance coverage.

g. Those employees who had Plan B upon ratification of this Agreement shall be eligible for a ten thousand dollar ($10,000) life insurance policy annually throughout their term of employment with the BOCES with the premiums paid by the BOCES as long as they have the Traditional insurance plan.

8.2.2 Flexible Benefits Plan:

a. The Flexible Benefits Plan Year shall be from October 1 through and including September 30.

b. The BOCES’ contribution shall occur each October 1 for all eligible full-time employees in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
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<tr>
<td>2010</td>
<td>$800</td>
</tr>
<tr>
<td>2011</td>
<td>$800</td>
</tr>
<tr>
<td>2012</td>
<td>$900</td>
</tr>
</tbody>
</table>
SECTION 8.2 - INSURANCE AND PENSION CONTINUED:

c. The following is a summary of benefits and is not meant to interpret, extend or change the Plan in any way. In case of a conflict between this summary and the actual provisions of the Plan, the provisions of the Plan will always govern the employee’s rights and benefits.

d. The Plan shall include four (4) different accounts: group insurance deductions; unreimbursed medical, dental, vision expenses; dependent care assistance plan; and individual health insurance premiums. Eligible employees may opt to designate all or part of the BOCES’ contribution to either the unreimbursed medical account or the individual health premium account. Employee contributions may be designated to any of the four (4) accounts up to the dollar limits established for each account by the Plan.

e. For those employees opting out of the health insurance plan, the annual cash stipend shall be available through the Plan.

f. Employees who had previously used the Medical Insurance Fund for reimbursement of life insurance premiums such as cash value, whole life or term in excess of fifty thousand dollars ($50,000), may continue to use BOCES’ contribution for these purposes. However, said amount will be reported as taxable income.

Existing employees as of January 1, 1998 who have not used the Fund for life insurance premium reimbursement, and any new employee hired on or after January 1, 1998 shall not be eligible for this option.

g. Any unused BOCES’ contributions remaining at the end of the permissible reimbursement period of each plan year, in employee accounts, shall revert entirely to BOCES. Any unused employee contributions remaining at the end of the permissible reimbursement period of each plan year, in employee accounts, shall be forfeited.
BOCES will allocate fifty percent (50%) of the employee contribution forfeitures to or for the benefit of employees who were Participants in that Plan as of the last day of the Plan Year.

h. All terms and conditions of the Plan shall be established by the Plan Administrator. The Plan Administrator shall produce a Plan Document as well as a Summary of the Plan Document.

8.2.3 Retirement:

BOCES shall provide to employees eligible therefor and, to the extent permitted by law, pay for, the pension plan for retirement of employees commonly known as the Section 75i retirement plan together with the accumulated sick leave conversion provision commonly known as the Section 41j rider.

8.2.4 Retirement Award:

An employee who is eligible for retirement under the New York State Employees' Retirement System, and retires on or after the execution date of this Agreement, may opt for either "A" or "B" below, but not both:

A. Employees who retire shall receive a cash payment as follows:

1. The number of accumulated sick days up to the maximum shall be divided by two (2).

2. The number calculated in "1" above shall be multiplied by 50% of the current daily rate of the individual and paid to the individual (daily rate is determined as follows:)

   a. 12-month - divide annualized salary rate by 240.
b. 10-month - divide annualized salary rate by 200.

OR

B. An employee who is eligible for retirement under the New York State Employees' Retirement System, and retires on or after the execution date of this Agreement, will continue to be covered by the health insurance plan from and after his retirement date for as long a period as a sum of money equal to his daily rate (i.e., his hourly rate times the number of hours per day for which he was regularly scheduled) times the number of sick leave days he had accumulated pursuant to Section 6.2.2 of this Agreement (but not to exceed sixty dollars ($60) times the number of such sick leave days) will pay the full premiums charged for such coverage during such period.

C. Effective July 1, 2008, retirees who have qualified for the opportunity to enroll in a Medicare Advantage program may do so in lieu of any insurance provided through the BOCES. In that event, the BOCES will make payment of the monies set forth above directly to the carrier for the premiums for the retiree’s coverage under the Medicare Advantage program. The election of the Medicare Advantage program may occur any time after the retiree’s qualifying birthday; retirees electing this option may not re-enter insurance plans offered by the BOCES.

8.2.5 Legislative Impact on Retirees Benefits:

a. Should legislation be enacted or other action take place (hereinafter referred to as enacted) which significantly impacts on the cost of the health insurance program or cash payments the District provides to past or future retirees for accumulated sick leave, the following conditions shall prevail to the extent permissible under law:
b. The unit member cannot receive both the cash and the enacted health insurance program. Should there be no cost to the BOCES for an enacted health insurance program, then a cash payment for accrued sick leave according to the formula set forth in 8.2.4 a of this Agreement will apply.

c. If the selection of the health insurance program is voluntary, the unit member can select the cash payment upon explicit waiver of his right to the enacted health insurance program.

d. If the enacted health insurance program is mandatory and provides benefits which are substantially less than those provided by the District's health insurance program, the District's program shall continue in force under the conditions set forth in the agreement. In this event, the unit member must waive the enacted health insurance program and there must be no charge to the District for the enacted health insurance program or the District shall have no obligation under this paragraph.

e. Should the cost of the enacted health insurance program be of slight or non-significant cost to the District, then the parties shall open negotiations on Section 8.2.4 Retirement for future retirees.

8.2.6 Joint Health Insurance Study Group

The parties agree to form a Joint Health Insurance Study Group (JHISG) of at least three (3) representatives from each party to review potential health insurance alternatives. In addition, the Association may invite a NYSUT Director to participate in the Study Group.
SECTION 8.2 - INSURANCE AND PENSION CONTINUED:

8.2.7 Continuation of Health Insurance

Employees who retire will be allowed to remain with the group, at the BOCES' rate at their own expense, provided:

a. They were covered under the plan at the time of retirement.

b. Monthly premium payments are due in the Business Office by the first of each month. If payment is not received by this due date, the BOCES shall notify the retiree by mail. If payment is not received by the end of the month, or arrangements for payment are not made by the end of the month, the retiree shall be permanently disqualified from participation in the health insurance program.

c. As plans change for active employees so, too, will they change for the retiree.

SECTION 8.3 - PAYROLL MATTERS

8.3.1 Upon written request to the payroll department, employees may have deductions from paychecks for the following purposes:

1. Dues
2. Inner Lakes Federal Credit Union or Hamburg Central Federal Credit Union
3. Tax Sheltered Annuities

8.3.2 Dues Deduction and Agency Fee:

1. BOCES agrees to deduct, from salaries of members of the Association, dues for the Unified Support Association; provided said members individually and voluntarily authorize the BOCES to deduct said member's dues. Authorizations shall be in writing.

2. The Unified Support Association shall certify to the Office of the Clerk of the Board, in
writing, by September 1 of each year the current rate of membership dues.

3. Deductions referred to in paragraph 1 shall be made in the following manner:

The total annual membership dues for the Unified Support Association, certified as mentioned previously, shall be deducted in equal installments, beginning with the second pay period in September. No later than one (1) week prior to the second scheduled pay period in September, the Unified Support Association shall provide BOCES with a list of those members who have voluntarily authorized the BOCES to deduct dues for the Association named in paragraph 1.

New hires, who choose to have dues deductions, must submit notice to the Business Office seven (7) days prior to when payroll dues deductions are to begin.

4. Following each pay period, in each month in which dues deductions have been made, the BOCES shall transmit the amount so deducted to the Unified Support Association along with a list of the members for whom the deductions have been made.

5. Agency Fee:

All employees covered by this bargaining unit shall either be members of the local or pay to the local an agency fee in an amount equal to local dues.

Further, anyone who is currently a member of the state or national association, or was previously a member of this or other state and national associations, or was employed after the execution date of this Agreement, shall either be a member of the state and national
SECTION 8.3 - PAYROLL MATTERS CONTINUED:

associations or pay an agency fee to said associations.

BOCES shall be held harmless for any claims which may arise as a result of the implementation of this provision.

SUBSCRIPTION

FOR THE BOCES:

[Signature]
District Superintendent
for Robert P. Stimpson
Date: 2-4-11

FOR THE ASSOCIATION:

[Signature]
President
Date: 2-3-11
APPENDIX A
GRIEVANCE FORM

Note: Prepare two (2) copies, retain one (1), submit the other to your immediate supervisor. If this grievance is submitted under paragraph 3.2.2., this form must be submitted to the Superintendent at Stage 2 (Section 3.4.3.).

(1) Name of the aggrieved party: ______________________
Position of aggrieved party: ______________________

(2) Section(s) of the Agreement claimed to have been violated:


(3) Date on which grievance is claimed to have occurred:


(4) Date on which the grievance was presented to the immediate supervisor:


(5) Describe briefly the facts of the occurrence which you are grieving including time, place and name of persons involved:


(6) What do you want BOCES to do to correct the situation?


Signature: ______________________  Date: ______________________

If there is more than one (1) grievant, each must sign here or on an attached sheet and also print or type his name and position and the date on which the grievance occurred. If the grievance is submitted under paragraph 3.2.2 by the Association, an authorized officer must sign.
## APPENDIX B
2009/2010 Salary Range

<table>
<thead>
<tr>
<th>Group Placement</th>
<th>12 Month Anniversary Minimum</th>
<th>12 Month Anniversary</th>
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<tr>
<td>I</td>
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</table>

The above minimum rates reflect a fifty-five cent (\$.55) increase over the previous year’s amount. The above 12 Month Anniversary rates reflect a fifty-five cent (\$.55) and fifty cent (\$.50) increase over the previous year’s amount.

Current employees with less than one (1) year of service or currently receiving the 6 month rate will move to the 12 Month Anniversary rate at their regular anniversary date.

Twelve (12) month employee's annual rate increases, if any, remain effective on July 1 and ten (10) month employee's annual rate increases, if any, remain effective on September 1.
APPENDIX C
2010/2011 Salary Range

<table>
<thead>
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<th>Group Placement</th>
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<tr>
<td>C</td>
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<tr>
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<tr>
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<tr>
<td>H</td>
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<td>16.69</td>
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<tr>
<td>I</td>
<td>16.50</td>
<td>18.20</td>
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</table>

The above rates reflect a sixty-five cent ($0.65) increase over the previous year’s amount.

Twelve (12) month employee's annual rate increases, if any, remain effective on July 1 and ten (10) month employee's annual rate increases, if any, remain effective on September 1.
### APPENDIX D
#### 2011/2012 Salary Range

<table>
<thead>
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<th>Group Placement</th>
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<th>12 Month Anniversary</th>
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<tr>
<td>A</td>
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<td>I</td>
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<td>18.90</td>
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</table>

The above rates reflect a seventy cent ($0.70) increase over the previous year's amount.

Twelve (12) month employee's annual rate increases, if any, remain effective on July 1 and ten (10) month employee's annual rate increases, if any, remain effective on September 1.
## APPENDIX E
### 2012/2013 Salary Range

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<th>Group Placement</th>
<th>Minimum</th>
<th>12 Month Anniversary</th>
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<td>C</td>
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<td>D</td>
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<tr>
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<td>I</td>
<td>17.95</td>
<td>19.65</td>
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</table>

The above rates reflect a seventy-five cent ($ .75) increase over the previous year’s amount.

Twelve (12) month employee's annual rate increases, if any, remain effective on July 1 and ten (10) month employee's annual rate increases, if any, remain effective on September 1.
This Memorandum of Agreement is entered into by and between the Erie 2-Chautauqua-Cattaraugus BOCES ("BOCES") and the Unified Support Association (Association").

The BOCES and the Association are parties to a Collective Negotiations Agreement effective from July 1, 2009 to June 30, 2013 ("Agreement"). Article 8.2.4 of that Agreement provides a benefit to retiring unit members based upon the accumulated sick days the retiring unit member has as of the date of his or her retirement. The benefit is provided as either an amount which is held by the BOCES for the payment of health insurance premiums after retirement or an amount which is paid to the unit member. The parties have determined that by amending the terms of Article 8.2.4, the benefits of this provision to the unit members may be enhanced without additional cost to the BOCES. Therefore, the BOCES and the Association have agreed to amend Article 8.2.4 to read as follows:

ARTICLE 8.2.4 RETIREMENT

8.2.4 A unit member (except any substitute) who is eligible for retirement under the New York State Teachers Retirement System or New York State Employee Retirement System and whose employment with the BOCES terminates due to the unit member's retirement (i.e., the unit member ceases employment with the BOCES and immediately begins to receive retirement benefits) will be eligible for one of the following benefits:

(a) If on the effective date of the unit member's retirement the unit member is receiving health benefits coverage through the BOCES pursuant to Article 8 of this Agreement, the unit member's benefit, as calculated in section 8.2.4 (B) of the 2005-2009 Collective Bargaining Agreement, shall be held by the District and used to pay premiums for the unit member's post-retirement health benefits coverage until the amount of the unit member's incentive
is exhausted. In this event, the amount of the unit member’s benefit shall be equal to the unit member’s accumulated sick days upon retirement. Following the exhaustion of this amount, the retired unit member may continue such health benefits coverage by paying the total amount of the monthly premium before the day it is transmitted by the BOCES to the health benefits provider.

(b) If upon the effective date of the unit member’s retirement, the unit member is not receiving health benefits coverage through the BOCES, the unit member’s retirement incentive entitlement shall be paid as a non-elective employer contribution to a 403(b) account designated by the unit member in accordance with approved BOCES providers, with any excess over Internal Revenue Code limitations for the calendar year as a direct payment to the employee and in accordance with the Memorandum of Agreement of the parties setting forth the procedures for such non-elective employer contributions and payments. In this event, the amount of the unit member’s benefit shall be calculated in accordance with the language of section 8.2.4 (A) of the 2005-2009 Collective Bargaining Agreement.

This amendment to the Agreement shall be effective as of August 31st, 2010.

For the BOCES

By: [Signature]

Dated: June 10th, 2010

For the Association

By: [Signature]

Date: June 10th, 2010