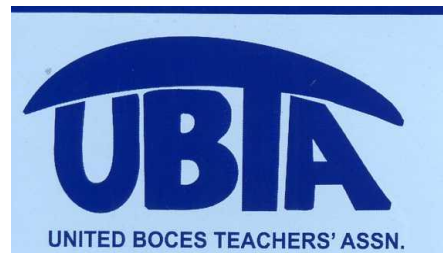
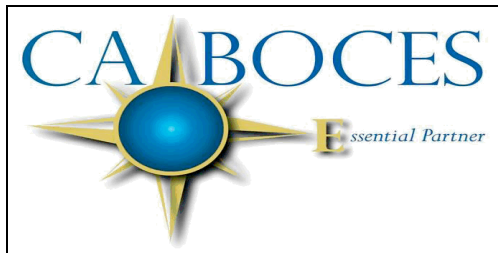


# **PROFESSIONAL EMPLOYEES**

## *AGREEMENT*



**United BOCES Teachers Association and the**

**District Superintendent of the**

**Board of Cooperative Educational Services (BOCES)**

**of the Sole Supervisory District of**

**Cattaraugus-Allegany-Erie-Wyoming Counties**

**September 1, 2011- August 31, 2019**

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## TIME LIMITS

Reference – Article & Section

24 hours	Advance notice for personal day	XV - B.
24 hours	Advance notice to review personal file	XXI - A.
5 business days	Termination or granting leave information sent to UBTA	III - C.2.
5 calendar days	Time to turn in absentee form	XV - F.
5 calendar days	Advance notice of faculty meetings	XVI - C.
7 days	Notice to take association days	XV - E.2.
14 days	New members to receive contract	IV - I.
15 business days	New unit member information sent to UBTA	III - C.1.
20 calendar days	Time for involuntary transfers to take place	XVII - C.e.
30 days	Notice item before layoff	XVII - D.1.
30 calendar days	Time to file grievance	XXV - C.2.
15th of month	Due dates for health insurance premium	XIII - F.1. & 4.
5 weeks	Time to receive travel advance money (75%)	XVIII - D.
60 days	Time of paid insurance coverage after lay off	XVII - D.2.a.
90 days	Notice of child care leave	XV - G.
3 months	Retirement notice to get health insurance coverage	XII - B.
3 months	Retirement notice to collect terminal pay	XI - B.
5 months	First evaluation of probationary teachers and 35J	XXIV - A.
26 weeks	First written evaluation of 52 week probationary Civil Service Employees	XXIV - D.
January	Request for negotiations to begin	IV - B.
January 15	Forms for July-December mileage	IX - A.2.
January 30	Evaluation of probationary teachers and 35J	XXIV - E.
February 1	Last day to apply for a sabbatical leave	XV - K.a.(1)
February 1	Salary adjustment for approved study	VIII - H
March 1	Report from Extracurricular Assignment Committee	VII
April 1	Last day to withdraw application for a sabbatical leave	XV - K.5.
May 15	Last day for required end of the year reports to be received by unit members	VIII - N.
June 1	Last day to request transfer for the following year	XVII - 2.b.(1)
June 30	Last day to end unpaid leave to receive health insurance coverage in July and August	XIII - F.3.
July 1	Forms for January-July mileage due	IX - A.2.
September	First Friday after school starts, first pay day	VIII - L.
September	Before opening of school, 10 month employees select 22 or 26 pays	VIII - K.1.
September	Open period to change health insurance options	XIII - E.2.
September	Open enrollment for Flex Plan (125 plan)	XIII - K.2.
September 1	Salary adjustment for approved study	VIII - H.
September 30	Last day to join Sick Bank	XV - A.1.a.
September 30	Committee members named	VIII
October	1st Pay, Association dues deducted	III - B.2.
October	1st Liaison committee meeting	VII - A
November 1	Information from the UBTA due	VII - E.
December 1	Salary average picture	VIII - 1.b.

## **ARTICLE I - PREAMBLE**

This AGREEMENT is made the 30th day of January, 2012 to be effective as of September 1, 2011, between the United BOCES Teachers' Association hereinafter referred to as UBTA or the Association, and the Board of Cooperative Educational Services of the Sole Supervisory District of Cattaraugus-Allegany-Erie-Wyoming Counties, hereinafter referred to as BOCES.

As provided by Section 204a of the Taylor Law:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Pursuant to Article 14 of the State Civil Service Law, the Board of Cooperative Educational Services Board of Education (hereinafter referred to as the Board) and the United BOCES Teachers' Association hereby adopt the following Agreement covering recognition of the organization and the methods by which negotiations shall take place with said organization.

## **ARTICLE II - RECOGNITION**

The Board has heretofore recognized the United BOCES Teachers' Association as exclusive representatives of the unit members defined in Appendix A in accordance with the rules of procedure of the Taylor Law. The Board hereby recognizes the Association as the official negotiating agent for all unit members.

## **ARTICLE III - MEMBERSHIP**

### **A. Right to Join or Not to Join**

It is further recognized that unit members have the right to join or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment for any employee.

### **B. Dues Deduction**

The Board agrees to such deductions from the salaries of its unit members for dues of the UBTA and/or its affiliates or an equivalent agency fee. Authorization for dues must be individual and on a form provided by the Association. Such deductions shall be continuous from year to year unless revoked by the unit member.

1. The Association shall also certify the amount to be deducted for each of the organizations involved for the current fiscal year.
2. Deductions will commence with the first paycheck in October and shall continue in equal installments coinciding with the remaining pay periods in the fiscal year. Such moneys will be transmitted to the Association promptly at the end of each pay period.



**C. Unit Member Information**

3. The Association President or designee, shall be provided the following information on all new unit members within fifteen (15) business days of their hiring, or beginning date of employment, whichever occurs first.
  - Name
  - Address
  - Position
  - Work location/assignment
  - Salary Step
4. The Association President or his/her designee shall be given notice of unit employees terminating employment or receiving a leave of absence within five (5) business days of Board action on same.

**ARTICLE IV - PROCEDURES FOR CONDUCTING NEGOTIATIONS**

**A. Negotiating Teams**

The Board or designated representatives of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements.

**B. Opening Negotiations**

Upon a request of either party for a meeting to open negotiations, a mutually acceptable meeting date shall be set no more than fifteen (15) days following such a request. Such request shall be made by February 1<sup>st</sup> but not before January 1<sup>st</sup> for negotiating for a contract covering the following school year. All specific proposals to be considered for discussion shall be submitted in writing by the Association to the Board or its delegated representatives at or before the first meeting. Sufficient details should be included to make clear the intent of the proposal. The Board shall submit in writing to the unit members' representatives all additional specific proposals in the same manner upon which it wishes to negotiate, also at the first meeting.

**C. Negotiation Procedures**

Designated representatives of the Board shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings as described in paragraph B above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

**D. Exchange of Information**

Both parties and/or the District Superintendent shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration.

**E. Consultants**

The parties may call upon consultants to assist in preparing for negotiations and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

**F. Reports to Media**

The parties agree that, during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, the proceedings of the negotiations shall not be released to the media (newspapers, radio, television, etc.) unless such an issuance has the prior approval of both parties, except in the event of an impasse. (An impasse is defined as the time when the Board or Association elects to request the Public Employees' Relations Board to render assistance because of a dispute.)

**G. Reaching Agreement**

When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a memorandum of understanding and submitted to the Association and the Board for approval. Following approval by a majority of the Association membership and by a majority of the Board, the Board will take such actions upon the recommendation(s) submitted as are necessary to make them official.

**H. Reproduction of Information**

The Association shall have the right to use school equipment to reproduce information pertaining to the negotiations or pertaining to the employment contract for local use only, namely, for members of the Association, members of the Board and staff members. The Association will furnish paper supplies. This provision shall not apply during periods of illegal work stoppage or illegal strike by the Association or any of its members.

**I. Printing**

Copies of this Agreement shall be printed at the expense of BOCES (assuming printing costs remain nominal) and given to all unit members now employed or hereafter employed during the term of this Agreement by BOCES within two (2) weeks after its execution or employment if that occurs later. Twenty-five (25) extra copies will be given to the Association. Any change in the printing procedure will be mutually agreed to.

**J. Modification**

Procedures for conducting negotiations may be modified as agreed upon by both parties.

**ARTICLE V - IMPLEMENTATION AND AMENDMENT**

This recognition Agreement shall become effective upon its approval by a majority of the Association members and a majority of the Board members. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.

**A. Board Policies**

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. Prior Board policies not inconsistent with this Agreement are not affected by this Agreement.

**B. Individual Agreement**

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

**C. Language Contrary To Law**

If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members shall be found contrary of 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.

**ARTICLE VI - DEFINITIONS OF TERMS USED**

35J	Unclassified unit member involved in education who is covered under Section 35J of the Civil Service law.
ADMINISTRATOR:	The District Superintendent, the Assistant Superintendent, Directors, Coordinators, Supervisors, Building Principals, Administrators, Program Managers, and Staff Specialists.
ASSOCIATION:	United BOCES Teachers' Association
BOARD:	The Board of Education of the Board of Cooperative Educational Services of Cattaraugus-Allegany-Erie-Wyoming Counties.
BOCES STUDENT:	Students from component districts participating in BOCES program.
COMPONENT DISTRICT:	Those districts which use BOCES services and are designated in Cattaraugus-Allegany-Erie-Wyoming Supervisory District.
FTE:	Full Time Equivalent unit member.
GENERAL FACULTY MEETING:	Those meetings of the total faculty called by the District Superintendent.
HOST SCHOOL:	Those school districts in which BOCES students are housed which are not exclusively BOCES schools.

IMMEDIATE FAMILY:	Spouse, unrelated person living in same household, unit member's or unit member's spouse's parents, children, brothers, sisters, grandparents, grandchildren and others at the discretion of the District Superintendent or his/her designee.
IMMEDIATE SUPERVISOR:	The BOCES administrator to whom the unit member is directly responsible.
INSURANCE FAMILY:	(a) The employee's spouse (b) The employee's unmarried children under 25 years of age, who are (1) students, or (2) principally dependent upon the employee for maintenance and support.
MEAN:	Sum total of number, divided by the number of items.
MEDIAN:	Exact middle of a number of items.
MEDICAL INSURANCE COVERAGE:	Single or family health plans.
MEDICAL INSURANCE OPTIONS:	Alternatives to basic health insurance coverage.
NEGOTIATING UNIT:	The group of employees of BOCES represented by the Association.
UNIT MEMBER:	All employees of BOCES in the employer-employee negotiating unit represented by the Association. This term shall not include per diem substitutes, nor any administrative personnel.

## **ARTICLE VII - COMMITTEES**

The President of the UBTA and the District Superintendent each will appoint three (3) or more staff members to study the issues as assigned to each committee. Each committee will be appointed by September 30<sup>th</sup> of each year. A chairperson will be established, records will be maintained, and a committee report filed with the President of the UBTA and the District Superintendent as specified by each committee description. Additional committees may be formed, as necessary.

### **A. UBTA-Administration Liaison Committee**

This committee is composed of a minimum of three (3) members of each group and shall exist for the purpose of discussing current school problems, practices, and the administration of this Agreement. The Committee will meet monthly, as needed except summer recess. Each group should submit agenda items in advance of the meeting. Other meetings of the committee will be by mutual agreement. Any additional items may be added to the agenda under new business. Included in topics shall be Association recommendations concerning the development of new programs for which special funds may be requested from state and federal governments and other sources. The above paragraph may be adjusted by consensus of the members of the Liaison Committee.

**B. Safety and Health**

This committee will research and investigate safety and health issues as needed. The parties agree that the safety and health of all employees is important to the mission of BOCES.

**C. Professional Development**

This committee will plan, prepare, and recommend an agenda for Staff Development Days. The District Superintendent shall retain approval for the final program(s). The expense of speakers and programs, if any, shall be paid by BOCES unless mutually agreed upon by the Association team and BOCES.

**D. Evaluation Procedures**

Upon the completion of the work of the Professional Evaluation Committee, in accordance with Commissioners' Regulations 100.2 (o), the mandatory negotiable aspects of the Annual Professional Performance Review Plan (APPR) shall be reviewed by the Association and incorporated into this Agreement upon approval by the UBTA Executive Board.

**E. UBTA Information**

The President of the United BOCES Teachers' Association will provide annually to the BOCES District Superintendent or his/her designee a list of all Association officers by title and building representatives within thirty (30) days subsequent to the officers taking office or receiving appointment.

**F. Program Innovation Committee**

This committee will review CTE program enrollment trends and emerging industry needs for the purpose of making recommendations on potential program adjustments, including new and existing programs, and suggested marketing efforts.

**ARTICLE VIII - COMPENSATION**

**A. Base Salary**

All personnel covered by this Agreement shall be paid in accordance with the salary schedules in Appendix B.

1. For the contract years of 2011-12 and for each subsequent year throughout the duration of this Agreement, the following method will be used for credit hour payment, master's degree stipend, and salary schedule calculation:
  - a. A compilation of the previous school year's salary data for those component districts in the Cattaraugus-Allegany BOCES who have reached settlements will be made available to the negotiating committees. For example: The 2010-11 salary data will be used to calculate the 2011-12 dollars available for distribution on the salary schedule.
  - b. The committee will use the salary data for the purpose of establishing a percentage increase to determine new money available. That data will be used to determine the

mean of the settlements of the school districts. The data to be used to determine the mean of the school districts will include all settlements by December 1<sup>st</sup> with at least sixty percent (60%) of the districts settled. If sixty percent (60%) of the districts have not settled by December 1<sup>st</sup>, the date will be extended until such time as sixty percent (60%) of the districts have settled.

<u>DATA</u>	<u>DATE</u>	<u>SETTLEMENT</u>
2010-11	12/1/10	2011-12
2011-12	12/1/11	2012-13
2012-13	12/1/12	2013-14

- (1) Percentage of increase will include the total enhancement of gross salary. Gross salary includes step increase, graduate hour enhancement, and master's degree enhancement. Gross salary will not include breakage or new FTE impact.
- c. The negotiating committee will resolve any discrepancies in reported settlements. If the committee is unable to resolve the discrepancy then they will average the two (2) figures together.
- d. The average calculated above will be expressed as new dollars. The new dollars will be distributed in priority order as follows:
  - (1) increments (step movement)
  - (2) credit hours (mean of the component districts to the nearest dollar)
  - (3) master's degree stipend
  - (4) salary schedule steps (that fall below the median of the component districts' schedule) will be adjusted toward the median
  - (5) The negotiating committee will determine how any remaining money will be distributed
2. Prior Service Credit – Once credit has been granted by the Board, either for previous teaching or other work experience or for educational credits, it will not be diminished later.
3. If no successor agreement is reached by August 31, 2015, unit members will receive step movement only until a successor agreement is reached.

**B. Longevity Increment**

Unit members who were on Column C, Step 23 the previous year will receive a salary increase equal to fifty percent (50%) of the increase in Step 23 of the salary schedule, plus fifteen hundred dollars (\$1,500) for ten (10) years of BOCES service, two thousand dollars (\$2,000) for twenty (20) years of BOCES service, and two thousand five hundred dollars (\$2,500) for thirty (30) years of BOCES service. In no instance shall a unit member receive less than the average percentage increase granted to the overall unit.

**C. The Master's Stipend**

The 2011-12 stipend will be eight hundred eighty dollars (\$880). In subsequent years the master's stipend will be calculated as indicated above in Section A.1.d.(3).

**D. Salary Credit for Study beyond Schedule C**

No course work will be approved for additional salary credit where courses are required in order for the unit member to acquire an initial or provisional certification to teach in his/her present position or field. Unit members presently receiving such benefits will continue to be paid for such hours but will not be advanced further until certification is achieved. Course credit shall not be granted until a unit member is on Column C of the salary schedule.

**E. Salary Payment for Study beyond Schedule C**

Salary adjustments will be made at the rate of one hundred seventy-four dollars (\$174) in 2011-12 for a block of three (3) hours upon receipt of verification by the unit member that the course work has been completed. In subsequent years, the rate paid for a block of three (3) graduate hours will be calculated as indicated above in Section A.1.d. (2).

**F. Course Credit Approval**

1. All unit members must obtain written approval from their director for any course for which additional salary credit will be claimed. In order to qualify for such payment, courses taken by any unit member who elects to claim payment for such must conform to any or all of the following guidelines:
  - a. If the said course is not part of a master's degree program, the course must be obtained through an accredited college or university. It is the responsibility of each unit member to be able to attest to the value of each course to their professional growth.
  - b. Courses taken under the advisement, recommendation or approval of the District Superintendent, other administrative personnel, or advisement of the college or university where study is occurring.

**G. In-Service Training Programs**

In-service training programs shall be under the control of, and/or approval of, the District Superintendent or his/her designee(s). Whenever possible, such programs shall be jointly planned by the unit member and administrator.

When twenty (20) clock hours of in-service have been completed, the individual will receive one (1) in-service hour which is equal to one (1) credit hour and be reimbursed each year at the same dollar rate and formula as the then current payment for college hours beyond provisional certification. All hours earned prior to September 1, 1982, shall not be affected by this Section. This provision applies only to hours earned after September 1, 1982.

**H. Salary Adjustments**

All changes of salary for approved study will be made effective September 1<sup>st</sup>, and February 1<sup>st</sup>, of each year and will not be retroactive.

**I. Salary for Extracurricular Duties**

1. BOCES unit members will be given first preference to teach in programs or courses offered in, or through, BOCES or BOCES facilities, including satellite sites, on an after regular working hours basis. When a unit member or instructor meets the qualifications for the program or course as determined by the administration, that unit member or instructor will be given first preference for such program and will be reimbursed at a minimum of twenty-two dollars (\$22) per hour. The determination of qualification shall be solely that of the administration. The only exception to the above would be when an outside agency uses BOCES' facilities for training programs and requires other than BOCES personnel for such training.
2. When a unit member is required by the BOCES administration to perform duties before or after school hours, and when these duties are not a part of a unit member's traditional responsibilities, the unit member will receive a minimum of twenty-two dollars (\$22) per hour for that time required of him/her.
3. Unit members having the following extracurricular assignments will be paid at the following rates:
  - Student Activity Advisor (Honor Society, FFA, etc.) – eight hundred dollars (\$800)
  - Skills USA - eight hundred dollars (\$800)
  - In addition to the above stipends, an additional seventy-five dollars (\$75) per day will be paid for overnight and non-work day duties associated with the activities of the club or activity.
  - Additional positions shall be discussed with the Association and approved by the Board.

**J. Step Movement**

1. Any newly hired unit member should receive step movement the year following hire if the unit member works for BOCES more than ninety (90) days in a school year. Any newly hired unit employee who does not work more than ninety (90) days shall not receive a step movement in the following school year.
2. All unit members on unpaid leave are required to work for BOCES a minimum of ninety (90) days in a school year before moving to the next step on the salary schedule in the following year.
3. For unit members on sabbatical, there shall be no movement on the salary schedule unless the unit member works more than ninety (90) days in the school year, nor shall the unit member accrue seniority during the sabbatical leave period.

**K. Payment Plan**

1. Each 10-month unit member shall elect to receive their annual salary, on or before the opening day of school, in either twenty-two (22) or twenty-six (26) installments.
  - a. The annual salary will be divided into twenty-six (26) installments. One (1) installment shall be paid on each pay day for twenty-one (21) successive pay dates. On the 22<sup>nd</sup> pay date, all of the remaining annual salary due the unit member shall be paid; or
  - b. The salary will be divided into twenty-two (22) installments.



2. Unit members who are paid for extracurricular assignments shall have the opportunity to choose whether they wish to be paid in a lump sum after completion of the activity or have the extra pay prorated over the year's salary.

**L. Pay Dates**

All 10-month personnel covered by this Agreement shall receive the first paycheck of the school year on the first Friday after school commences and the pay will be for five (5) days. The remaining pay will be divided into twenty-one (21) or twenty-five (25) equal payments received on alternate Fridays. All 12-month employees will be paid in accordance with the BOCES office pay calendar. BOCES has the right to be reimbursed by any unit member for salary overpayments made to the unit member who resigns during the school year.

**M. Direct Deposit**

Employee paychecks may be deposited to any bank or financial institution with electronic deposit capability.

**N. Salary Notice**

Each employee shall be provided with an annual accounting to include, but not be limited to:

- years of credited service
- graduate hours
- degrees held
- sick and personal day accumulation

## **ARTICLE IX - MILEAGE ALLOWANCE**

**A. Rate**

All unit members covered by this Agreement shall be paid the Internal Revenue Service rate per mile on all authorized business for BOCES.

1. The mileage allowance will not apply to the general faculty meetings called by the District Superintendent.
2. All mileage driven between July 1<sup>st</sup> and December 31<sup>st</sup>, will be submitted prior to January 31, and will be paid at the IRS rate in effect at the time driven. Mileage driven between January 1<sup>st</sup>, and June 30<sup>th</sup>, will be submitted prior to July 15<sup>th</sup>, and will be paid at the IRS rate in effect at the time driven. Failure to submit claims to the immediate supervisor by the deadline dates will result in the denial of payment unless extenuating circumstances exist.
3. No retroactive payments will be made.

**B. Determination**

All unit members serving more than one (1) school shall be paid mileage as follows:

1. The school most often driven to will be established as the residence base. A determination will be made as to the total round trip miles from the unit member's home, to his/her residence base, and back to his/her home.
2. Mileage will be paid when the distance driven in any day exceeds the distance determined as the round trip distance from home to residence base home.
3. When schools are driven to an equal number of times, the school closest to the member's home will be the residence base.

**C. Authorized Business**

All unit members who travel on other authorized business for BOCES shall travel only upon prior authorization of the administrative staff.

**D. Transporting Pupils**

No unit member shall be required to transport pupils in his/her personal vehicle.

## **ARTICLE X - PAYROLL DEDUCTIONS**

1. BOCES will make payroll deductions for the Olean Teachers' Federal Credit Union and the Allegany County Teachers' Federal Credit Union when requested by the unit member. No part of the expense of this program shall be paid by BOCES. With the exception of Subsection 2 of this Section, BOCES will not entertain additional payroll deductions unless ten (10) or more employees elect the same company for payroll deductions.
2.
  - a. BOCES shall check off and remit payments to the NYSUT Benefit Trust upon submission of a signed authorization to the payroll officer for members of the UBTA. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to BOCES. BOCES shall remit to the NYSUT Benefit Trust the payments deducted and shall furnish the Plan and the bargaining agent with a list of all employees from whose salaries such deductions have been made.
  - b. The NYSUT Benefit Trust assumes responsibility for the proper withholding of funds from UBTA/NYSUT members and shall hold save harmless BOCES from liability arising out of the withholding or lack of withholding of such funds for the purpose of paying for those benefits secured to members by the trust, unless such withholding or lack of withholding upon which liability is predicted is the result of a criminal act or acts on the part of BOCES.
3. Unit members are encouraged to keep changes of deductions to a minimum.

## **ARTICLE XI - TERMINAL PAY PLAN**

### **A. Eligibility**

Unit members shall be eligible for this benefit upon eligibility to retire under the New York State Teachers' Retirement System (NYSTRS) or the New York State Employees' Retirement System (NYSERS) and if they have been in continuous employment by this BOCES for ten (10) years.

### **B. Notice**

Each member, upon notice served to the District Superintendent three (3) months prior to retirement, shall be paid a terminal pay benefit.

### **C. Calculation of Benefit**

1. The amount of benefit shall be calculated by multiplying one-half (1/2) the number of accumulated sick days (up to a maximum of two hundred ten (210) days) by 1/200 of the base rate as identified in Column C, Step 1 Appendix B for 2011-12 and each subsequent year for the duration of this Agreement.
2. In any one year listed below, BOCES will not be obligated to expend more than a total sum exceeding fifty thousand dollars (\$50,000) plus any rollover from the previous year. Should the number of unit members retiring result in terminal leave benefits in excess of the above dollar amount, then said amount will be prorated among those retiring in direct proportion to the eligible days, as outlined in Section C.1. preceding, to the above maximum.
3. In the event the full fifty thousand dollars (\$50,000) listed above is not expended, the excess up to the maximum one hundred thousand dollars (\$100,000) will be rolled over into the following year. An accounting of the rollover will be made available upon request to the Association President.

### **D. Distribution of Payment**

1. The payment will be made in a separate check on the final payday of the unit member's final contract year. Deduction from the check to the NYSTRS will be made at the existing rate of contribution.
2. In lieu of cash, the unit member may opt to designate their payment be placed in a reserve fund and used to pay their (unit member) portion of the health insurance premium.

## **ARTICLE XII - RETIREE HEALTH INSURANCE**

Health insurance coverage for retirees will be based upon a formula which combines length of service (one full year = 1 unit) and the retiring member's age.

### **A. Eligibility**

1. Unit members employed prior to October 1, 2011 and retiring after September 1, 1988 will be eligible for this benefit.

2. To be eligible for this benefit, a unit member must qualify for retirement under the NYSTRS or NYSERS and have earned, through the employ of this BOCES, ten (10) years (units) of credit.
3. Persons who are eligible for this benefit, but decline coverage at the time of retirement, can be covered at a later date subject to the normal terms and conditions of coverage of the insurance carrier. The length of time and percentage of coverage will be the amount remaining as if coverage had begun at the first date of eligibility.
4. Following exhaustion of paid benefits, retirees can continue group coverage by paying one hundred percent (100%) of the premium to BOCES through separate agreement.

**B. Notice**

Retiring employees are required to give prior notice of such retirement three (3) months prior to the date of retirement. At the time of such notice, it will be the employee's responsibility to obtain information from the BOCES Personnel Office concerning health insurance coverage in retirement. If the retiring employee wishes to remain in the group under which he/she was covered prior to retirement, the employee will be allowed to do so if such coverage is available.

**C. Determining Credit**

1. For each full year of service unit as described above, the employee shall gain a two percent (2%) credit paid by BOCES toward the payment of the plan. Such credit will accrue annually until it reaches forty percent (40%) (for twenty [20] full years). For the twenty-first (21) year of service and beyond, the unit member gains one percent (1%) credit annually. The plan is designed to provide coverage until the retiree reaches age sixty-five (65) or when Medicare eligibility begins. For those who choose to retire at age fifty-six (56) and after, with greater than twenty (20) years (units) of service, a second coverage option becomes available. Such options provide for either a greater contribution percentage by BOCES as determined by years of service until age sixty-five (65), or for ten (10) years coverage at a rate of thirty-five percent (35%). The chart following describes the options and can be used to determine the amount and term of benefit.
2. Part-time employees providing service of less than one-half (1/2) time do not gain service credit. Service of one-half (1/2) time or more gains service credit on a pro-rata basis.
3. A minimum of twenty (20) weeks employment in a single year is required to be eligible for any retirement credit for that year and to have the year count toward total units of service on a pro-rata basis. (e.g., 20 weeks = 1/2 year; 30 weeks = 3/4 year)
4. Prescription drug coverage will not be included in any plan but retirees may purchase such coverage through the group by separate agreement if such coverage is offered to the group.
5. SEE CHART ON NEXT PAGE FOR CALCULATION OF PERCENTAGE OF BENEFIT.

## RETIREE HEALTH INSURANCE

Service Yrs		10	11	12	13	14	15	16	17	18	19	20
Age	Option	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs
55	1	20% 10	22% 10	24% 10	26% 10	28% 10	30% 10	32% 10	34% 10	36% 10	38% 10	40% 10
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na
56	1	20% 9	22% 9	24% 9	26% 9	28% 9	30% 9	32% 9	34% 9	36% 9	38% 9	40% 9
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
57	1	20% 8	22% 8	24% 8	26% 8	28% 8	30% 8	32% 8	34% 8	36% 8	38% 8	40% 8
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
58	1	20% 7	22% 7	24% 7	26% 7	28% 7	30% 7	32% 7	34% 7	36% 7	38% 7	40% 7
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
59	1	20% 6	22% 6	24% 6	26% 6	28% 6	30% 6	32% 6	34% 6	36% 6	38% 6	40% 6
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
60	1	20% 5	22% 5	24% 5	26% 5	28% 5	30% 5	32% 5	34% 5	36% 5	38% 5	40% 5
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
61	1	20% 4	22% 4	24% 4	26% 4	28% 4	30% 4	32% 4	34% 4	36% 4	38% 4	40% 4
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
62	1	20% 3	22% 3	24% 3	26% 3	28% 3	30% 3	32% 3	34% 3	36% 3	38% 3	40% 3
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
63	1	20% 2	22% 2	24% 2	26% 2	28% 2	30% 2	32% 2	34% 2	36% 2	38% 2	40% 2
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
64	1	20% 1	22% 1	24% 1	26% 1	28% 1	30% 1	32% 1	34% 1	36% 1	38% 1	40% 1
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10
65	1	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na	35% 10

Service Yrs		21	22	23	24	25	26	27	28	29	30
Age	Option	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs	% Yrs
55	1	41% 10	42% 10	43% 10	44% 10	45% 10	46% 10	47% 10	48% 10	49% 10	50% 10
	2	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na
56	1	41% 9	42% 9	43% 9	44% 9	45% 9	46% 9	47% 9	48% 9	49% 9	50% 9
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
57	1	41% 8	42% 8	43% 8	44% 8	45% 8	46% 8	47% 8	48% 8	49% 8	50% 8
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
58	1	41% 7	42% 7	43% 7	44% 7	45% 7	46% 7	47% 7	48% 7	49% 7	50% 7
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
59	1	41% 6	42% 6	43% 6	44% 6	45% 6	46% 6	47% 6	48% 6	49% 6	50% 6
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
60	1	41% 5	42% 5	43% 5	44% 5	45% 5	46% 5	47% 5	48% 5	49% 5	50% 5
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
61	1	41% 4	42% 4	43% 4	44% 4	45% 4	46% 4	47% 4	48% 4	49% 4	50% 4
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
62	1	41% 3	42% 3	43% 3	44% 3	45% 3	46% 3	47% 3	48% 3	49% 3	50% 3
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
63	1	41% 2	42% 2	43% 2	44% 2	45% 2	46% 2	47% 2	48% 2	49% 2	50% 2
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
64	1	41% 1	42% 1	43% 1	44% 1	45% 1	46% 1	47% 1	48% 1	49% 1	50% 1
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
65	1	na na	na na	na na	na na	na na	na na	na na	na na	na na	na na
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10

## **ARTICLE XIII - HEALTH INSURANCE/FLEX PLAN**

### **A. Health Insurance**

BOCES will make hospitalization and medical insurance coverage options available to unit employees working ninety percent (90%) or more under an individual or family plan as follows:

1. Unit employees hired before June 30, 2007 may participate in a BOCES sponsored Point of Service Plan (POS). Eligible employees electing the POS plan will make no (0%) contribution toward the premium.
2. Unit employees hired on or after July 1, 2007 are eligible to participate in the Point of Service (POS) Plan and will contribute ten percent (10%) of the premium cost for this plan.

### **B. Available Plan**

1. The Allegany-Cattaraugus Schools Medical Health Plan - Preferred Provider Organization (PPO), with major medical, managed care, one hundred dollars (\$100) individual and two hundred dollars (\$200) family deductible and prescription coverage of seven dollars (\$7) brand name, four dollars (\$4) generic and one dollar (\$1) mail order. This plan is available until December 31, 2011.
2. An Allegany-Cattaraugus Schools Medical Health Plan sponsored Point of Service Plan (POS) with managed care, ten dollars (\$10) co-pay for doctor visits and prescriptions with two dollar/ twenty dollar/thirty-five dollar (\$2/\$20/\$35) co-pays (mail order prescriptions - 90 day supply for 2-month co-pay), and out-of-network benefits available.

### **C. Changes/Modifications**

Any changes or modifications in the Allegany-Cattaraugus Schools Medical Health Plan - Preferred Provider Organization (PPO) which are, in the judgment of the Association, a diminishment in Plan benefits or coverage in effect on, or subsequent to July 1, 2007, will be negotiated, and agreed to prior to their becoming effective. Any such diminishments in Plan benefits or coverage shall be the responsibility of BOCES, and bargaining unit members shall be held save harmless against any such diminishments until agreement on the changes or modifications has been negotiated by, and agreed to, by BOCES and the Association.

### **D. Privacy**

Employee confidentiality and privacy is protected by Federal Law under the Health Insurance Portability and Accountability Act (HIPPA) which requires express permission from individuals before protected health information may be discussed or released.

### **E. Enrollment**

1. **Initial Enrollment.** Employees are required to complete Health Insurance Enrollment papers, at the beginning of employment, or upon their return to work following a leave or layoff. Health insurance coverage will become effective on the first day of the following month subsequent to the enrollment card being received by the finance office.

2. **Open Enrollment.** September 1<sup>st</sup>, through September 30<sup>th</sup>, shall be established as the open enrollment period for health insurance plans each school year. Employees may select and/or change their medical insurance coverage and/or options during the open enrollment period. Once elected, coverage may not be changed during the plan year except in the case of marriage, divorce, birth or adoption of a child, death, etc.

Employees who lose coverage from another plan, after the open enrollment period, shall be eligible for coverage at the beginning of the next calendar month following the loss of coverage. Verification of loss of coverage may be requested by BOCES.

#### **F. Premium Payment by Employee**

1. Unit members may go on unpaid leave and continue their health insurance coverage through payment of the monthly premium by the 15<sup>th</sup> of the month prior to each month that the premium is to be applied. The health insurance premium paid by BOCES will be pro-rated on a per diem basis in the month the leave begins and ends.
2. Unit members who separate from employment with BOCES may continue health insurance coverage, at their own expense, as provided by law.
3. All unpaid leaves must terminate on or before June 30<sup>th</sup>, in order for the employee to receive health insurance coverage for July and August.
4. Health insurance premiums are due on the 15<sup>th</sup> of the month prior to which the premium is to be applied. Paying health insurance premiums for non-employees is considered an illegal gift of public moneys therefore, defaulting on payment of health insurance premiums or non-payment of premiums by the 15<sup>th</sup> of the month shall result in termination of coverage.

#### **G. Part-time Health Insurance**

1. Unit members regularly scheduled to work at least fifty percent (50%) but less than ninety percent (90%) shall be eligible for the health insurance coverage as provided to full-time employees on a pro-rated basis of percentage of time regularly worked.
2. Unit members employed on a part-time basis prior to July 1, 2007 will be grandfathered to receive full health benefits so long as they continue to work at least fifty percent (50%) or more.
3. Full-time unit members involuntarily reduced to less than full-time, (but at least fifty percent [50%]) will continue to receive benefits as a full-time employee as long as the reduction remains involuntary.

#### **H. Options in lieu of Health Insurance**

1. A unit member foregoing coverage shall have the option of choosing annually, either
  - a. A buyout of two thousand forty dollars (\$2,040), or
  - b. Co-pay Prescription Plan and five hundred dollars (\$500).
2. Unit members receiving the above cash payment in lieu of health insurance shall receive such amount in the last payroll in June each year.

**I. Duplication of Coverage**

In the event a unit member selects coverage, such unit member must verify that they are not covered by another plan sponsored within the Allegany-Cattaraugus Schools Medical Health Insurance Consortium.

**J. Benefits at Layoff**

Unit members who are on layoff shall receive health benefits provided under this Article. Those benefits will include full benefits for sixty (60) days after the last day worked. After that date, they shall have the option of continuing participation in the benefit, as provided by law, at the individual's expense. This benefit may not apply to grant funded positions.

**K. Flex Plan**

1. BOCES will establish an IRS 125 Plan for members administered by a third party administrator. BOCES will pay administrative costs, and any money left at the end of the year will be applied to paying the administrative fee for the next year. Such Plan shall have four (4) types of accounts: Medical Premium, Unreimbursed, Dependent Care, and Qualified Insurance Premium. In the Unreimbursed Account, probationary unit members can contribute up to five hundred dollars (\$500) per year; tenured unit members up to two thousand dollars (\$2,000) per year toward health care. In the Dependent Care Account, the limit is to be five thousand dollars (\$5,000) per year for any member. The Plan year will begin on October 1<sup>st</sup>, each year.
2. Open Enrollment - September 1<sup>st</sup>, through September 30<sup>th</sup>, shall be established as the open enrollment period for the flex benefit plan (IRS 125) each school year. The unit member may elect or change their contribution to the flex benefit plan once each year during the open enrollment period. Once elected, options may not be changed during the plan year except in the case of marriage, divorce, birth or adoption of a child, or death. Verification of change may be requested by BOCES.

**ARTICLE XIV - WORKERS' COMPENSATION / WORK RELATED LOSS**

**A. Personal Injury Benefits**

All unit members are covered by Workers' Compensation Insurance which protects them in case of accidents while on duty. In the event of such an accident, the unit member should immediately notify their immediate supervisor so that the proper forms may be executed by the school authorities and attending physician.

Any employee who is injured in the performance of his/her duties shall take all appropriate steps to insure Workers' Compensation coverage. The unit member will be allowed to use his/her available sick leave days in order to maintain on pay status. After the employee's case has been adjudicated, any Workers' Compensation award shall be paid directly to BOCES for those days that the employee received sick leave benefits.

For work days which are uncompensated by BOCES due to exhaustion of sick leave accruals, the Workers' Compensation payment shall be paid to the employee. BOCES will reimburse the employee for used sick days on a day for day basis for each day BOCES is paid a Workers'



Compensation award. The result shall be the number of sick days to be refunded to the employee's sick leave account.

**B. Personal Property Loss**

The Board will give a fair consideration for reimbursement to unit members for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of any assault suffered by a unit member while the unit member was acting in the discharge of his/her duties when the unit member has not been grossly negligent.

**ARTICLE XV - LEAVES**

**A. Sick Leave**

All unit members shall be granted sick leave without loss of salary for personal illness in the amount of eleven (11) days per year. Six (6) of these days may be used for illness in the unit member's immediate family. Unused leave during the school year and from year to year can be accumulated up to a total of two hundred ten (210) days.

1. Sick Bank

- a. All unit employees who have accumulated twenty (20) sick days and have three (3) years service, shall be eligible to utilize the extended leave provision. For unit employees who have not joined upon first eligibility date, there shall be an open enrollment period from September 1<sup>st</sup>, through September 30<sup>th</sup>, each year, commencing September 1, 2001.
- b. Each employee, within thirty (30) days of eligibility, shall contribute one (1) day to the fund upon joining the bank.
- c. The UBTA President shall receive monthly utilization reports whenever the sick bank is in use and at the end of each school year.
- d. Each unit member enrolled in the Bank shall contribute one (1) day to restore the fund whenever the fund accumulation falls below twenty-five (25) days. The UBTA President shall be notified whenever such events occur. When days needed are used to cover days beyond thirty (30), BOCES will employ the appropriate percentage as outlined in paragraph f below for calculation purposes.
- e. The purpose of the Bank will be to provide coverage for individuals suffering illness or injury, which extends beyond their personal accumulation of sick days and is of a nature that it could extend beyond ten (10) workdays.
- f. After exhaustion of personal accumulation, the unit member shall suffer unpaid sick leave for up to ten (10) days in each instance. If the illness or injury extends beyond ten (10) days, the unit member shall be provided fund coverage beginning with the eleventh day and for the duration of the illness or injury on the following scale (maximum one hundred fifty [150] days):

first thirty (30) days	100%
next sixty (60) days	75%
next sixty (60) days	60%

The unpaid sick leave time shall not interrupt health insurance coverage.

- g. Any member who uses the maximum bank time must requalify by accumulating twenty (20) days before again becoming eligible to draw from sick bank.
- h. Medical verification of condition may be requested, but will not be unreasonably required.

**B. Personal Leave**

All unit members shall be granted personal leave in the amount of four (4) days per year. A personal day shall be granted for personal reasons upon twenty-four (24) hours request to be absent for personal reasons. The purpose of personal leave is that of transacting business or personal affairs which cannot be transacted at any other time other than school hours. Personal leave days will not be approved for the day of school prior to or following vacation, holiday, or recess nor for recreational or other leisure time activities except by prior approval of the District Superintendent. An exception may be granted with prior approval of the District Superintendent. No more than ten percent (10%) of the professional staff will be granted personal leave days on any given day. Unused leave shall be added to accumulated sick leave.

**C. Emergency Leave**

All unit members shall be granted up to two (2) days for emergency leave per year. Emergency leave may be utilized for personal and family emergencies only. Notice of use will be reported in the same manner as sick leave. These days shall be deducted from accumulated sick leave.

**D. Condolence Leave**

Unit members will be allowed time off from duties not exceeding three (3) days at any one time in the event of a death in the unit member's immediate family. In the event the unit member has to travel an aggregate of six hundred (600) miles, the condolence leave will not exceed five (5) days. Additions to the immediate family and/or additional leave time may be granted at the discretion of the District Superintendent or his/her designee.

**E. Association Business**

Association representatives will receive a leave of absence for Association business subject to the following conditions:

1. BOCES is not responsible for any of the costs (e.g., travel, lodging, etc.) associated with such leave.
2. The representatives involved must notify the District Superintendent of their intent to attend such meetings at least seven (7) days before their absence.
3. Such leave will be limited to a total maximum of twenty (20) days per school year with no unit member taking more than four (4) days except for the President, Vice President and the grievance chairman, each of whom is restricted to a maximum of ten (10) days. In no case will the total for all users exceed twenty (20) days. Additional days may be considered with approval from the District Superintendent or his/her designee. Time used for the UBTA-Administration Liaison Committee meetings shall be exempt from the 4-day per person and/or twenty (20) day overall limit.

4. In addition to Association days, the President will be granted five (5) half-days to be used for site visitations and/or consultation with unit members. The President will notify his/her immediate supervisor when the days are to be used. This section ends on the last day of this Agreement.
5. The Association shall pay the per diem cost of the substitute to BOCES.

**F. Absence Reporting**

Employees are responsible for completing and forwarding to the employer a dated absence report form within five (5) calendar days of return to work. Failure to file the report within this time period, if it is due to negligence of the employee, may result in denial of use of sick or personal leave for the absence and appropriate loss of pay for the day of absence.

**G. Child Care Leave**

A unit employee who desires childcare leave shall give written notice to the District Superintendent at least ninety (90) days prior to the exercise of such leave. The leave, without pay, shall not exceed two (2) school years and shall terminate on the last day of the school semester. Unit members who opt to extend a child care leave or separate from BOCES are obligated to provide sixty (60) days notice prior to the end of the approved leave.

**H. Other Leave**

The Board may, at its discretion, grant additional leaves of absence (e.g., research, travel, study or Association business) upon written request to the Board from the unit member concerned.

**I. Step Movement for Leaves**

All unit members are required to teach a minimum of ninety (90) days in a school year before moving to the next step on the salary schedule the following year.

**J. Unpaid Leave Health Benefits**

1. Unit members may go on unpaid leave and continue their health insurance coverage through payment of the monthly premium by the 15<sup>th</sup> of the month prior to each month that the premium is to be applied. The health insurance premium paid by BOCES will be pro-rated on a per diem basis in the month the leave begins or ends.
2. All unpaid leaves must terminate on or before June 30<sup>th</sup> in order for the employee to receive health insurance coverage for July and August.
3. Paying health insurance premiums for non-employees is considered an illegal gift of public moneys, and therefore, coverage will be subject to termination for those not paying their premium by the 15<sup>th</sup> of the month preceding each month of coverage.

**K. Sabbatical Leaves**

1. **Summer Leave:** Effective July 1, 1986 a summer sabbatical leave shall be granted to no more than four (4) unit members under the following guidelines and procedures. A maximum of two (2) unit members per division may be granted a summer sabbatical leave. An exception may be granted by the District Superintendent.

- a. Eligibility - To be eligible for a summer sabbatical, a full-time unit member must:
    - (1) give notice of his/her request by February 1<sup>st</sup>, of summer prior to such leave and,
    - (2) currently hold Permanent/Professional Certificate in their current teaching assignment, and
    - (3) have been employed for eight (8) continuous years in this BOCES, and
    - (4) not have taken a sabbatical in this BOCES for five (5) years.
  
  - b. Criteria - A summer sabbatical leave shall consist of one (1) of the following:
    - (1) Up to six (6) semester hours of successful graduate study from an accredited college or university in course(s) related to a unit member's instructional area.
    - (2) Permanent Vocational unit members shall be able to take up to six (6) semester hours of successful undergraduate study from an accredited college or university in course(s) related to a unit member's instructional area.
    - (3) Eight (8) weeks of direct employment in this BOCES for the purposes of unit member improvement and/or educational research. The proposed plan to be agreed upon by the District Superintendent and the unit member.
  
  - c. Payment/Benefits
    - (1) A unit member shall receive one (1) week of pay for each semester hour earned and shall be paid on regularly scheduled bi-weekly paydays for the sabbatical period described in Section K.1.b.(1) and (2). For Section K 1 b (3) the unit member shall be paid 1/200<sup>th</sup> of their salary per day on regularly scheduled bi-weekly pay days for the sabbatical period.
    - (2) The rate of pay will be 1/200<sup>th</sup> of their current salary (per diem).
  
  - d. Obligation - A unit member who elects a sabbatical leave must return to this BOCES full-time employment immediately following the leave for a full school year. If the unit member fails to return or leaves prior to completion of the school year, then such payments of salary and fringe benefits provided for the unit member during a sabbatical leave will be repaid promptly by the unit member.
2. **School Year Leave:** Effective July 1, 1986 a sabbatical leave shall be granted to no more than three (3) unit members under the following guidelines and procedures. A maximum of one (1) unit member per division shall be granted a one (1) year sabbatical leave.
- a. Eligibility - To be eligible for a sabbatical, a full-time unit member must:
    - (1) give notice of his/her request for sabbatical leave by February 1<sup>st</sup>, of the school year prior to such leave (such notice shall state the objectives and purpose of the sabbatical leave) and,

- (2) currently hold a Permanent/Professional Certificate in their current teaching assignment and,
  - (3) have been employed for eight (8) continuous years in this BOCES and,
  - (4) not have taken a sabbatical leave in this BOCES for eight (8) years
- b. **Criteria** - A sabbatical leave shall be only for the purpose of full-time graduate study, except for Permanent Vocational people without degree who may take undergraduate credit. For purposes of this section, full-time study shall be defined as nine (9) or more semester hours per semester at an accredited university or college or, for Vocational unit members, nine (9) or more undergraduate hours at an accredited university or college.
- c. **Payment/Benefits**
- (1) During this sabbatical leave, the unit member granted leave for one (1) full academic year will be paid at one-half (1/2) the salary he/she would have received during the period of such leave.
  - (2) Effective July 1, 1986, a one-half (1/2) year sabbatical leave will be granted to those eligible under this provision. The unit member in this case will receive full salary for the half year sabbatical.
  - (3) A unit member on sabbatical leave shall be considered a continuous employee of BOCES in terms of employee benefits.
  - (4) There shall be no movement on the salary schedule unless the unit member works more than ninety (90) days in the school year. The unit member shall not accrue seniority during the sabbatical leave period.
- d. **Obligation** - Accompanying the request for a sabbatical leave, the unit member will submit a contract obliging him/her to return to the faculty of this BOCES for two (2) years or refund the sabbatical pay on a pro-rata basis.
3. **Abolishment of Position:** A unit employee shall not be eligible for a sabbatical leave if the position he/she holds is abolished as a result of withdrawal by all component districts from that service.
4. **Selection Criteria:** For the purposes of this Section (K), School Year Sabbatical Leave and Summer Sabbatical Leave, the following shall apply when there are more applicants from a division than permitted as defined in Section K.1. Summer Leave and Section K.2. School Year Leave.
- a. The Division Director shall recommend to the District Superintendent a candidate or, in the case of summer sabbatical, two (2) candidates, based upon the following criteria.
    - (1) division needs, and
    - (2) stated unit member purpose and goals.
  - b. The District Superintendent will, after consideration of the information provided by both the Division Director and the candidate unit member, identify the successful candidate.

5. **Request for Withdrawal** - In the event it is necessary to withdraw a request for sabbatical, it must be in writing no later than April 1<sup>st</sup>, of the school year when the request was made.

## ARTICLE XVI - DUTIES

### A. Work Day

1. **BOCES Facilities.** All employees in centers, or buildings, under BOCES control covered by this Agreement, will have a work day of no more than seven and one-quarter (7-1/4) hours in which they arrive at their stations fifteen (15) minutes prior to the first class, but not later than 8:15 a.m. and leave not earlier than 3:15 p.m.
2. **Other Facilities.** Exceptions will be in cases where unit members' classrooms are located in school systems/buildings other than those under BOCES control. In those cases, the employees will honor the regular working hours of that building. In the event that a component district has a work day more than fifteen (15) minutes above seven and one-quarter (7 1/4) hours, the BOCES and the UBTA, at the request of the unit members in the affected school, shall make every reasonable effort to arrange the unit members work day to meet no more than fifteen (15) minutes more than seven and one-quarter (7 1/4) hours. The Liaison Committee will be the vehicle to attempt such resolution.
3. **Planning Time.** Each unit member will have at least forty-five (45) minutes of planning time during the school day. This time need not be consecutive but whenever possible shall not be in less than fifteen (15) minute increments.
4. **Lunch.** Each unit member shall have thirty (30) consecutive minutes of duty free lunch each day between the hours of 10:30 a.m. and 1:30 p.m.
5. **Itinerant Assignments.** The number of assignments for itinerants shall not exceed those of component district employees. However, itinerants will follow the work day hours pro-rata of that component district assigned to them.

### B. Work Year

1. **BOCES Facilities.** All personnel based in BOCES centers shall follow one BOCES calendar.
2. **Other Facilities.** Personnel based outside of BOCES centers shall follow the calendar of the public school district in which they work in. In the event that a component district has a work year longer than the BOCES calendar, the BOCES and the UBTA, at the request of the unit members in the affected school, shall make every reasonable effort to arrange the unit member work year to meet the number of days contained in the BOCES' calendar. The Liaison Committee will be the vehicle to attempt such resolution.
3. **10-month teaching personnel** who are required to work in their regularly scheduled assignments beyond one hundred eighty-five (185) days will be paid at the rate of 1/200<sup>th</sup> of their annual salary for each day beyond one hundred eighty-five (185) days.

**C. Faculty Meetings**

Members are required to attend BOCES faculty meetings unless specifically excused by the Administrator calling the meeting. Unit members are encouraged to attend faculty meetings of their component schools. Faculty meetings which extend beyond the normal workday are usually limited to two (2) per month. Such meetings should not extend more than two (2) hours beyond the normal work day. Notice and an agenda containing specific objectives for the meeting, shall be given five (5) calendar days in advance except in an emergency.

**D. Leaving Work Site**

Unit members who find it necessary to leave the work site at other than the normal time shall follow the procedure in place at their assigned work site. Unit members housed in centers or buildings under BOCES control will follow the procedure in place at the BOCES controlled center or building. If a unit member leaves the work site other than at the normal time following the procedures in place at the work site, the unit member is expected to return before the end of the lunch period and/or free period. Exceptions will be allowed with the approval of the immediate supervisor. Said approval may be requested in advance. In emergency situations, if unable to contact immediate supervisor, unit members may contact their Director or the Assistant Superintendent for approval.

**E. Annual Requisitions**

All unit members will submit an annual requisition for supplies and equipment for the following school year at a time and place to be determined by the administration staff. BOCES will supply forms to all personnel at least one (1) month prior to the date due. Teachers will be provided with budget information thirty (30) days before the due date of annual requisitions in the fall of each year. Teachers will have two (2) weeks to review purchases following notice of approval of bids in the spring. Training will be provided to teachers prior to the requisition process. A lead user will be identified in each CTE building to assist teachers if issues arise in the submission of requisitions or purchase orders.

**F. Transfer of Materials**

Any transfer of materials among schools during the school year will be the responsibility of BOCES administration.

NOTE: Unit members who are authorized to pick up supplies or equipment in their personal vehicle will be reimbursed as per Article IX Mileage Allowance.

**G. End of the Year Reports/Checklists**

Required reports, inventories, and a checklist will be given to unit members no later than May 15<sup>th</sup>.

**H. Component District Assignment**

All unit members employed by BOCES will be subject to the policies and procedures of the building to which they are assigned.

## ARTICLE XVII - EMPLOYMENT

### A. Certification

It shall be the responsibility of the unit member to furnish a valid teaching certificate and/or license. Unit members working toward certification shall provide evidence of progress towards certification on an annual basis. The administrative staff will assist in the resolution of problems relating to certification.

### B. Vacancies

Notice shall be posted in BOCES centers. The UBTA President and up to eighteen (18) members of the Executive Committee, as designed by the President, shall be notified as soon as practicable. For vacancies occurring or created when school is not in session, all unit members will receive notification by mail at their last indicated address providing unit members leave self-addressed, stamped envelopes for such purposes with the Personnel Office prior to any recess or vacations. First preference will be given to present employees who meet the qualifications (see Section C.1., following).

### C. Transfer of Unit Members

1. **Involuntary Transfer** - Mindful of unit employee requests, with preference given to tenured employees, transfer decisions rest with the administration. However, no permanently certified, tenured unit employee will be required to teach a different class and/or transfer to a different geographical area (i.e., different districts or, in the case of BOCES, different area centers) unless one (1) or more of the following conditions exist:
  - a. Scheduling constraints require the transfer;
  - b. Facilities constraints require the transfer;
  - c. The qualifications of the unit employee or employees concerned require the transfer. Unit employee "qualifications" are a function of:
    - (1) quality of teaching performance as determined by the performance evaluation;
    - (2) length of teaching experience (seniority), such seniority is determined by the date of the signing of the individual's original appointment notice;
    - (3) type of experience;
    - (4) education and certification.
  - d. Or such unit employees may be transferred for any other reasons mutually agreed to by the administration and the unit member concerned.
  - e. Transfer shall occur only after notice of at least twenty (20) calendar days, unless a written waiver is secured for the affected employee.



## 2. Voluntary Transfer

- a. All probationary unit members desiring a transfer to a vacant position will submit a written request to the Personnel Office. All requests will be considered for a change of assignment. Applicants shall be notified of approval or denial in writing. Final transfer decisions rest with the administration.
- b. All tenured unit employees will be granted a change of assignment if each of the following conditions are met:
  - (1) a letter requesting a change of assignment must be sent to the Personnel Director by June 1<sup>st</sup>;
  - (2) the unit member concerned must meet with his/her Director and the Personnel Director to discuss the request for a change of assignment;
  - (3) scheduling considerations can accommodate the change;
  - (4) facilities considerations can accommodate the change;
  - (5) the unit member possesses the qualifications required in the new position requested, such qualifications are a function of the factors cited in Section C.1. above).

## D. Layoff Provisions

1. **Notice.** Unit members shall receive written notice of any change in employment status necessitating layoff or reduction in time no later than thirty (30) days prior to the effective date unless the unit member works in a specially funded program where such notice is not within BOCES purview.

In the case of a reduction in time, the notice will specify the hours remaining and the time of day. The Association President shall receive a copy of all notices.

2. **Health Insurance.** Unit members who are on layoff shall receive health benefits provided under Article XIII according to the following.
  - a. Full benefits for sixty (60) days after the last day worked unless the unit member works in a specially funded program where payment of such benefit is not provided under the terms of the grant or non-traditional funding source.
  - b. All unit members shall have the option of continuing participation in the benefit, as provided by law, at the individual's expense.

## **ARTICLE XVIII - PROFESSIONAL GROWTH**

Members of the staff are encouraged to continue their formal education and to attend professional workshops, conferences and meetings.

**A. Staff Development**

Upon request of the unit member and at the discretion of the administrative staff, the unit member shall be allowed to be absent from his/her duties each school year for the purpose of improving their skills. Such absences must be approved in advance by the administrative staff.

**B. Conference Approval**

All conference requests should be submitted as early as possible preceding the conference date.

**C. Conference Reimbursement**

Employees authorized by BOCES to attend conferences shall be reimbursed by BOCES for travel, meals, lodging and registration fees upon presentation of an itemized expense voucher. Travel by car will be reimbursed by rates set forth in Article IX Mileage Allowance. Meals will be reimbursed according to the daily Federal IRS guidelines in effect at the time and particular location of travel.

In addition, a unit member may, with the advance approval of the appropriate administrator or coordinator, attend such conferences at his/her own expense. The Board will pay each unit member their regular salary while absent in connection with attendance at such conference and will also pay the salary of the substitute.

**D. Travel Advance**

A travel advance of seventy-five percent (75%) of the estimated expense will be provided before the departure time only when five (5) weeks prior approval is obtained. Upon return from the conference, unit members shall submit the itemized voucher and receive the balance remaining as verified by the previously approved receipts. Under no condition will a travel advance be issued when approval is less than five (5) weeks prior to the approved conference.

**E. Visitations**

Unit members may have (with administrative approval) the opportunity to plan visits to other schools, public and non-public, for the purpose of, but not limited to, observing programs in their major fields of interest and/or to observe a pupil who is a candidate for that unit member's class or program. Substitute teachers shall be provided. Such days shall not be deducted from sick leave or personal leave.

**ARTICLE XIX - DISTANCE LEARNING**

Distance Learning shall be defined as video, audio and/or internet presentations of a lesson to two (2) or more groups of students in two (2) or more locations.

**A. No Reduction**

No unit member shall be laid off or reduced to part-time as a direct result of a BOCES course being offered on distance learning when the course is in the same certification area as the unit member teaches.

**Reproduction**

There shall be no retransmission or reproduction of the distance learning program course taught by a unit member(s) except as necessary for students who are enrolled in the class and/or absent at the time of the original transmission.

**ARTICLE XX - EMPLOYEE EVENTS**

BOCES and the Association agree that events will be held each year to honor retirees and recognize employee service with BOCES. These events may include food and token service awards provided by BOCES and/or the Association.

**ARTICLE XXI - PERSONNEL FILE**

**A. Review of Personnel File**

Each unit member may, within 24-hours notice to the Personnel Director, review his/her personnel files. When this review occurs, an administrator or other confidential employee shall be available for questions concerning the content of the personnel file. The unit member shall have the right to reproduce information within his/her file with the exception of confidential references.

**B. Anonymous Material**

Any anonymous material received by the Board and/or administration shall be disregarded and destroyed.

**C. Complaints**

Any complaints by a student or by parents of a student that are directed toward a unit member shall be promptly called to the unit member's attention, and the unit member shall be afforded an opportunity to reply to same.

**D. File Entries**

Entries in the file which attempt to comment on or evaluate the performance of a unit member must be witnessed (signed) by the unit member concerned. Such signature does not necessarily indicate that the unit member is in agreement with the evaluation or comments. In addition, the unit member shall have the right to add written comments to those citing his/her performance evaluation within four (4) work weeks of receipt. Work weeks shall exclude periods when staff are not expected to report.

**E. References**

Confidential references provided to BOCES on behalf of the unit member shall not be a part of the review process.

## **ARTICLE XXII - TERM SUBSTITUTES - SALARY & BENEFITS**

There are four (4) classifications of substitutes:

### **A. Per-Diem Substitute A**

- are not covered by this Agreement, but, are employed on a day-to-day basis at the prevailing substitute rate.

### **B. Per-Diem Substitute B**

- are not covered by this Agreement, but are employed on a day-to-day basis for twenty (20) or more consecutive days.

- a. paid prevailing substitute rate first twenty (20) days;
- b. paid 1/200<sup>th</sup> base unit member's salary beginning on day twenty-one (21).

### **C. Term Substitute A**

- covered by this Agreement and are appointed for a specific period of time, which is less than one (1) semester (ninety [90] days).

- a. paid 1/200<sup>th</sup> of step placement, based on years of experience, graduate hours and master's degree;
- b. eligible for paid health insurance provided the term is sufficient length to enroll;
- c. pro-rated sick and personal days;
- d. no pay for holiday recess;
- e. shall be moved to category D. below when they exceed ninety (90) days in two (2) consecutive semesters.

### **D. Term Substitute B**

- covered by this Agreement and are appointed for more than a semester (ninety [90] days, or more).

- a. placed on the unit member salary schedule based on years of experience and the salary is pro-rated over the length of substitute service;
- b. eligible for paid health insurance;
- c. pro-rated sick and personal days;
- d. paid over school holidays.

## **ARTICLE XXIII – 12-MONTH EMPLOYEE SALARY & BENEFITS**

### **A. Salary**

All 12-month employees will be placed on the appropriate column and step of the appropriate salary schedule. This dollar amount reflects a 12-month salary.

**B. Work Day/Work Week**

1. Employees within this Article will follow the 12-month office calendar established annually by the Board.
2. Full-time employees within this Article will work a thirty-seven and one-half (37-1/2) hour work week. Regular daily working hours will be scheduled as needed.

**C. Vacation**

1. Vacation benefits will be in accordance with the following:
  - a. One to five (1-5) years of employment – ten (10) days of vacation per year accumulated at the rate of five sixth (5/6) of a day per month.
  - b. After completion of the fifth (5<sup>th</sup>) year of employment - fifteen (15) days of vacation accumulated at the rate of one and one quarter (1.25) days per month. In addition, unit members in this Article shall be entitled to carry over up to ten (10) days from one (1) fiscal year to the next. Vacation days may only be used in half or whole day increments.
  - c. After completion of the tenth (10<sup>th</sup>) year of employment – one (1) additional day for each year of service after the tenth (10<sup>th</sup>) year, up to a maximum of twenty (20) days.

**D. Recognized Holidays**

Employees will be paid for BOCES recognized holidays occurring on a regularly scheduled workday.

**E. Health Insurance**

12-month employees will contribute ten percent (10%) contribution to the PPO plan and five percent (5%) to the POS plan.

12-month employees who are reduced or laid off due to lack of funding shall have the option of continuing participation in the benefit, as provided by law, at the individual's expense.

**F. Other Benefits / Exclusions and Limitations**

Employees covered under this Article shall enjoy other terms and benefits in this Agreement provided there is no specific exclusion and only if funding is available. Article XV, Section K, Sabbatical Leave is specifically excluded and Article XVII, Section D. Layoff Provisions, shall only be applicable when notice of loss of funding is received on a timely basis and only when funding is available for such layoff benefits.

## **ARTICLE XXIV – PROFESSIONAL PERFORMANCE EVALUATION**

### **A. Purpose and General Procedures**

The purpose of unit member's Performance Evaluation is to provide a quality educational program that uses effective teaching principles to enhance the learning process. The following general procedures apply to all unit employees.

All unit members shall be shown the form and advised of the criteria to be used for the performance evaluation.

All unit members shall have the right to request and be granted one (1) pre-conference prior to a performance evaluation by the supervisor who is evaluating the individual for the first time as long as said faculty member notifies his/her immediate supervisor or the evaluator in writing of this request. This request must be made by September 30<sup>th</sup> or within the first thirty (30) days of employment in the school year. This request must be made annually.

Consideration should be given when selecting the time of a performance evaluation, i.e., observations should be avoided the day before/after holidays or during the first or last two (2) weeks of school.

In order to provide feedback, the evaluator will briefly discuss the performance evaluation with the unit member within two (2) workdays, if possible. A follow-up meeting will occur within fifteen (15) workdays to discuss the performance evaluation. The meeting will be conducted in private and will include a copy of the evaluation which will be signed and dated by the unit member. Unit members will be afforded the opportunity to respond to the evaluation in writing, prior to its inclusion in their personnel file. If a teacher improvement plan (TIP) is needed it must be developed and implemented within fifteen (15) workdays of the date of the evaluation. Copies of the TIP will be provided to the unit member.

During each probationary term, it is desirable to have at least two (2) different supervisors complete a performance evaluation. All formal performance evaluations will be conducted by BOCES supervisory personnel. The first written performance evaluation of non-tenured unit members should be done within the first five (5) months of employment and by January 30<sup>th</sup> of subsequent years during the probationary term.

It is desirable that at least two (2) BOCES supervisors complete a performance evaluation on a unit member before the termination of a probationary appointment.

A record of all performance evaluations shall be maintained in the employee's personnel file.

The above general procedures apply to all performance evaluations and for all unit members. Variances for each unit member classification, certification and probationary status are detailed in the following sections.

### **B. Probationary Appointments**

Non-tenured professional employees will have at least two (2) professional performance evaluations conducted annually by a BOCES supervisor. Following completion of the performance evaluation, a post-conference will be held. One (1) pre-conference will be conducted prior to the first professional performance evaluation. Additional pre-conferences may be requested.

First year probationary staff will complete a Professional Development Plan (PDP) by February 1<sup>st</sup> assuming an August or September start date.

In subsequent probationary years, each individual, in addition to the two (2) performance evaluations, must complete a PDP.

**C. Tenured/Permanent**

All tenured/permanent employees must have an annual performance evaluation.

By October 1<sup>st</sup> each tenured/permanent employee will complete and submit to their supervisor a performance evaluation option form. If the option form is not completed by the October 1<sup>st</sup> deadline, the supervisor may complete a performance evaluation.

By May 1<sup>st</sup> evidence of progress or completion of a performance evaluation must be submitted to the supervisor. If not submitted by May 1<sup>st</sup> the supervisor may perform a performance evaluation. The above does not preclude or prohibit a performance evaluation by the supervisor.

**D. Civil Service**

Fifty-two (52) week probationary employees shall be evaluated at least twice during the fifty-two (52) week probationary period and at least once annually thereafter. The first written performance evaluation of fifty-two (52) week probationary employees should be completed within the first twenty-six (26) weeks of employment.

Performance evaluations of OTA/PTA's will be conducted by the BOCES supervisor and will include input of the clinical performance from the supervising OT/PT.

**E. 12-Month, 35J Adult Education**

Performance evaluations shall take place at least once each year for 12-month, 35J employees. The first written evaluation of 12-month, 35J employees should be completed within the first twenty-six (26) weeks of employment and by January 30<sup>th</sup> of the subsequent years during any probationary term.

**F. Professional Performance Evaluation Report**

Upon request, the District Clerk will supply the Association with the District Superintendent's Annual Professional Performance Evaluation Report immediately following the Board meeting where said report was presented.

**ARTICLE XXV - GRIEVANCE PROCEDURE**

**A. Section I - Definitions**

1. A Grievance is a claim by any unit member or group of unit members in the negotiating unit that a provision(s) of this Agreement has been violated.
2. The term Supervisor shall mean the BOCES administrator to whom the unit member is directly responsible.

3. The Chief Executive Officer is the District Superintendent.
4. The Association shall mean the UBTA.
5. Aggrieved Party shall mean any person or group of persons in the negotiating unit filing a grievance.
6. Party in Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
7. Grievance Committee is the committee created and constituted by the BOCES Teachers' Association (UBTA).
8. Hearing Officer(s) shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.
9. Days shall mean calendar days.

**B. Section II - Procedures**

1. All grievances shall include the name and position of the aggrieved party, the identification of the provisions of this Agreement claimed to be violated, the time and place of the alleged violation of this Agreement, the identity of the party responsible for causing the claimed violation (if known to the grievant) and a general statement of the nature of the grievance and the remedy sought.
2. Except for informal decisions at Stage 1.1. all decisions shall be rendered in writing at each step of the grievance procedure setting forth findings of fact and conclusions. Each decision shall be promptly transmitted to the unit member and the Association.
3. If a grievance affects a group of unit members and appears to be associated with system-wide policies, it may be submitted by the Association at Stage 2.
4. The preparation and the processing of grievances, insofar as practicable, shall be conducted after the hours of employment or at a time mutually agreed upon by both parties.
5. The Board and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
6. Except as otherwise provided in Section D.2. an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross examine all witnesses called against him/her to testify and to call witnesses on his/her own behalf and to be furnished with an opportunity made at each and every stage of this grievance procedure.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.



8. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be jointly developed by the Board and the Association. The chief executive officer shall then have them reproduced and distributed so as to facilitate operation of the grievance procedure.
9. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
10.
  - a. Nothing contained herein will be construed as limiting the right of any unit member 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 that the adjustment is not inconsistent with the terms of this Agreement. The Association will not intervene with the terms of this Agreement.
  - b. If an informal agreement cannot be achieved, the Association may intervene assuming the unit member wants such representation. However, such intervention will not take place unless a conference has been held with the administration during which time the unit member may be accompanied by non-legal counsel. 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.
11. If any provision of this grievance agreement or any application thereof to any unit member or group of unit members in the negotiating unit shall be finally determined by any court to be 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 will continue in full force and effect.
12. The chief executive officer shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony as the case may be, written arguments and briefs considered at all levels other than Section D.1. and all written decisions at all stages. Official minutes will be kept of all proceedings in Stages 2 and 3. A copy of such minutes will be made available to the aggrieved party and the Grievance Committee within five (5) days after the conclusion of hearings at Stages 2 and 3 and the aggrieved party and the Grievance Committee shall have five (5) days in which to advise the appropriate hearing officer of any errors in said minutes. Any such claim of error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the aggrieved party, the Grievance Committee and the Board but shall not be deemed a public record.
13. The existence of the procedure hereby established shall not be deemed to require any unit member to pursue the remedies here provided and shall not, in any matter, impair or limit the right of any unit member to pursue any other remedies available in any other form. However, a decision by the Association to proceed to arbitration shall constitute a waiver of any right to pursue a remedy (other than appeal, if any, of the arbitration finding) before any court or administrative agency.

**C. Section III – Time Limits**

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 the process. The time limits specified for either party may be extended only by mutual agreement.
2. No written grievance will be entertained as described below and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) calendar days after the unit member knew or should have known of the act or condition on which the grievance is based.
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 is barred.
4. Failure at any stage of the grievance procedure to communicate decision to the aggrieved party, his/her representatives 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 which would have been allotted had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1<sup>st</sup>, upon request by or on behalf of the aggrieved party, the time limits set forth herein may be reduced pro-rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. In any case, the time reduction, if any, would be a matter mutually acceptable to both parties.

**D. Stage 1 - Supervisor**

1. A unit member having a grievance will discuss it with his/her supervisor either directly or through a representative with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at his/her decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his/her representative present. If the unit member submits the grievance through a representative, the unit member may be present during the discussion of the grievance.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director. Within five (5) calendar days after the written grievance is presented to him/her, the Director shall render a decision thereof, in writing, and present it to the unit member, his/her representative and the Association.

**E. Stage 2 – Chief Executive Officer**

1. If the unit member initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the unit member shall, within seven (7) calendar days, present the grievance to the Association's Grievance Committee for its consideration.
2. If the Grievance Committee determines that the unit member has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the chief executive officer within

twenty (20) calendar days after the unit member has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.

3. Within ten (10) calendar days after receipt of the appeal, the chief executive officer or his/her assistant shall hold a hearing with the unit member and the Grievance Committee or its representative and all other parties in interest.
4. The chief executive officer or his/her assistant shall render a decision in writing to the unit member, the Grievance Committee and its representatives within five (5) school days after the conclusion of the hearing.

**F. Stage 3 – Board of Education**

1. If the Association is not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board within fifteen (15) calendar days after receiving the decision at Stage 2. The Official Grievance Record maintained by the chief executive officer shall be available for the use of the Board.
2. Within thirty (30) calendar days after the receipt of an appeal, a Committee of three (3) Board members appointed by the UBTA President shall hold a hearing on the grievance. The hearing shall be closed to the public.
3. The Board shall render a decision at the next regularly scheduled Board meeting following the hearing.

**G. Stage 4 - Arbitration**

1. After such hearing, if the Association is not satisfied with the decision at Stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board.
2. Within five (5) calendar days after such written notice of submission to arbitration a request for a list of arbitrators will be made to the American Arbitration Association (AAA) by the Association. The parties will then be bound by the rules and procedures of the AAA in the selection of an arbitrator.
3. The arbitrator's decision will be in writing to both parties and will set forth his/her findings of fact, reasoning and conclusions on the issue.
4. The arbitrators shall have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement and the arbitrator is prohibited from adding to or changing the Agreement.
5. The costs for the services of the arbitrators, including expenses if any, will be borne equally by the Board and the Association.
6. The decision by the arbitrator will be binding on each party.

**ARTICLE XXVI - DURATION**

This Agreement is effective September 1, 2011 through August 31, 2014. If by August 31, 2014, the parties to this Agreement have not agreed on a successor contract, the terms of this Agreement will continue until the successor contract is determined.

IN WITNESS WHEREOF, the parties of this Agreement have caused this Agreement to be executed on the date cited in Article I preceding by their duly authorized officers.

UNITED BOCES  
TEACHERS' ASSOCIATION

BOARD OF COOPERATIVE EDUCATIONAL  
SERVICES THE SOLE SUPERVISORY  
DISTRICT OF CATTARAUGUS-ALLEGANY-  
ERIE-WYOMING COUNTIES

by,

by,

\_\_\_\_\_

\_\_\_\_\_

William M. Baker  
Association President

Dr. Robert Olczak  
Chief Executive Officer

*Original signatures on file*

## **APPENDIX A - UNIT MEMBERS**

Academic Subjects Teacher  
Adult Education Teacher (10-month and 12-month)  
Alternative GED Teacher  
Behavior Specialist  
Teacher of the Visually Impaired  
Career Services Teacher  
Career and Technical Teacher  
CSE Chairperson  
County Government Teacher  
Teacher of the Deaf  
Environmental Education Teacher  
Gifted & Talented Teacher  
Library Media Specialist  
Occupational Therapist  
Occupational Therapist Assistant  
Physical Education Teacher  
Physical Therapist  
Physical Therapist Assistant  
Practical Nursing Teacher  
Reading/Literacy Coach  
School Guidance Counselor  
School Psychologist  
Special Education Teacher  
Speech and Hearing Teacher  
Special Subject Teacher  
Transition Specialist

*(This list is not necessarily all inclusive. Excludes all administrative personnel.)*

**APPENDIX B - TEACHER SALARY SCHEDULE – 2011-12**

<b>STEP</b>	<b>A</b> <b>CTE</b> <b>Transitional A</b> <b>Uncertified</b>	<b>B</b> <b>CTE</b> <b>Provisional</b> <b>Initial</b>	<b>C*</b> <b>BA/BS Degree, or</b> <b>Permanent Cert, or</b> <b>Professional Cert</b>	<b>STEP</b>	<b>D</b> <b>PTA</b> <b>OTA</b> <b>Parent Educator</b>
1	26,250	27,250	35,900	1	21,500
2	27,100	28,100	36,545	2	22,400
3	28,050	29,050	37,206	3	23,400
4	28,850	29,850	38,076	4	24,050
5	29,700	30,700	39,033	5	25,250
6	31,000	31,800	40,100	6	26,200
7	31,800	32,800	41,115	7	27,200
8	32,400	33,400	42,103	8	27,700
9	33,200	34,200	43,200	9	28,350
10	34,150	35,150	44,490	10	29,300
11	35,450	36,450	45,501	11	29,750
12	35,450	36,450	46,750	12	30,200
13	36,038	37,158	48,159	13	30,700
14	36,802	38,058	49,429	14	31,332
15	37,552	38,856	50,600	15	32,082
16	38,246	40,160	52,050	16	32,314
17	38,982	40,357	53,700	17	32,823
18	39,732	41,707	55,500	18	33,573
19		41,511	56,700	19	33,879
20		41,923	58,500	20	34,427
21		42,435	59,400	21	35,177
22			61,200	22	35,566
23			65,100	23	36,357
24				24	37,061
25				25	37,781
26				26	38,516
27				27	39,170
28				28	39,942
29				29	40,626
30				30	41,376
31				31	42,800
32				32	43,500
33				33	43,532
34				34	44,282
35				35	45,750
36				36	45,817
37				37	47,300
38				38	47,508

\* Add \$880 for Vocational or Academic Masters Degree

\* Add \$174 per 3 hour block of Course Credit beyond Column C, maximum of 90 hours