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Contract Database Metadata Elements

Title: **Otsego, Delaware, Schoharie and Greene BOCES and BOCES Support Professionals Association (2008)**

Employer Name: **Otsego, Delaware, Schoharie and Greene BOCES**

Union: **BOCES Support Professionals Association**

Effective Date: **07/01/08**

Expiration Date: **06/30/11**

PERB ID Number: **6613**

Unit Size: **101**

Number of Pages: **32**

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AGREEMENT

Between The

**BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

Sole Supervisory District of
Otsego, Delaware, Schoharie and Greene
Counties

And The

**BOCES EDUCATIONAL SUPPORT
PROFESSIONALS ASSOCIATION**

RECEIVED

DEC 22 2008

July 1, 2008 to June 30, 2011

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

**AGREEMENT BETWEEN THE
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
SOLE SUPERVISORY DISTRICT OF
OTSEGO, DELAWARE, SCHOHARIE AND GREENE COUNTIES**

AND

BOCES EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

July 1, 2008 through June 30, 2011

RECOGNITION CLAUSE

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

ARTICLE I – PART-TIME EMPLOYEES

All employees working less than full-time* are eligible for prorated leave benefits (holidays, sick days, personal days, vacation days, etc.) rounded to the nearest one-half (.5) day, except for bereavement leave, which shall be for full day(s).

A. Example: Personal leave for sixty percent (60%), ten (10) months

$$4 \times \frac{3}{5} = \frac{12}{5} = 2.4 = 2.5 \text{ days (rounded)}$$

*Full-time shall be defined as twelve (12) months, seven (7) hour days, unless otherwise described in the negotiated Agreement.

ARTICLE II – HOURLY EMPLOYEES

It is recognized by both parties that BOCES may employ casual or transient employees on an hourly basis who will not be covered under the terms of this Agreement. Said employment practice will not be utilized to deprive a unit member of employment or permanently decrease the number of positions in the unit. The employer's ability to increase or decrease the number of positions is not affected by this provision.

ARTICLE III – SENIORITY

- A. Seniority shall be determined by the employee's length of service for BOCES computed from the employee's original date of hire as adjusted by any breaks due to unpaid leave of absence in excess of three (3) calendar months in any twelve (12) month period.
- B. The Board of Education will take seniority into consideration when considering layoffs, promotions and transfers. Selection shall be based on ability and qualifications to do the job. All other factors being equal, seniority will determine.

ARTICLE IV – POSTING OF VACANCIES

- A. The Board of Education agrees that new positions and vacancies will be posted and the President of the BOCES Educational Support Professionals Association will be notified of such vacancies. The Board of Education will take seniority into consideration when making appointments. The Board of Education will make the final decision for the best qualified candidate.
- B. The Board of Education will post all new or vacant positions on the ONC Website. The website shall be kept up-to-date at all times. A copy of the posting shall also be sent to the Association President. Any unit member, who does not have access to the website or prefers a mailed copy, may place his/her name on a list in the Human Resources office and shall receive copies of all vacancies. The individual may indicate the geographical area and type of positions he/she would be interested in.
- C. In the Summer, any individual employee outside of the three (3) Centers may request that he/she be mailed a copy of the posting by placing his/her name on a list at the beginning of each school year. The individual will indicate the geographical area and the type of position in which he/she would be interested. The Board of Cooperative Educational Services will mail a maximum of two (2) mailings per person, per Summer, to employees whose names appear on the list. Such mailing dates shall be on or before July 10 and August 10.
- D. Layoff of Unit Employees

The layoff of unit employees occupying positions considered by the Civil Service Commission to be in the competitive class of the classified service shall be governed by Civil Service Law. The Board of Cooperative Educational Services agrees to provide all bargaining unit employees with a one (1) week notice in the event of a layoff.
- E. Notification of discontinuance of service because of lack of subscription of services is to be given to the affected employees in writing by August 1, when possible.

ARTICLE V – CARRY-OVER BENEFITS

An employee re-hired after having been excessed and who has completed one (1) year or more of service for BOCES is eligible for carry-over benefits of salary step placement; also for waiver of probationary period if re-employed in the same or similar position. Any accrued leave time credited to the employee at the time of separation shall be restored.

ARTICLE VI – EVALUATION, PERSONNEL FILE AND DISMISSAL

A. Evaluation

1. a. All new unit employees must serve a probationary period of nine (9) months.
- b. Licensed teaching assistants shall serve a probationary period of three (3) years at which time a determination will be made for continued employment.
2. The probationary employee will be notified prior to the end of said probationary period if they are to be terminated. After the probationary period, any employee who is terminated will, upon request, be provided in writing with the reasons for such action.
3. Each employee will be evaluated once annually. An evaluation of each employee will be held prior to the completion of the probationary period by the immediate supervisor, or whomever the supervisor may designate as having immediate knowledge of the position requirements. The evaluation will be given to the unit member within two (2) weeks of the evaluation conference. No evaluation will be placed in the file until after it is initialed by the unit member, unless he/she refuses or is otherwise physically unable to initial the evaluation. Such initials indicate that the unit member has seen the document but do not necessarily indicate agreement with its contents. The unit member shall have the opportunity to attach a response to the evaluation. The employee will initial and return the evaluation instrument for filing within a period of two (2) weeks.
4. Each evaluation will contain an assessment of the employee's performance, his/her strong points and his/her deficiencies. If deficiencies are noted, specific suggestions in writing will be made as to how these deficiencies may be corrected. Each employee shall be given a copy of his/her evaluation at the time it is to be placed in the personnel file.

B. Personnel File

1. Each unit member will have access to his/her own personnel file at a time mutually convenient. Copies of any material in the file requested by the employee will be provided at the cost of reproduction. Copies of materials involved in a disciplinary proceeding formally brought by the Board of Cooperative Educational Services will be made available to the employee without cost.
2. No material derogatory in nature shall be placed in an individual's personnel file until after it is initialed by the unit member, unless he/she refuses or is otherwise physically unable to initial the evaluation. Such initials indicate that the unit member has seen the document but do not necessarily indicate agreement with its contents.

C. Dismissal

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

ARTICLE VII – RESIGNATION NOTIFICATION

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

ARTICLE VIII – HOURS

- A. The hours for full-time teaching assistants shall be six (6) hours not including a thirty (30) minute duty-free lunch.
- B. The hours for full-time Library Clerk, Certified Occupational Therapy Assistants, Occupational Therapists, Physical Therapists, Licensed Practical Nurses, Crisis Intervention Specialists and Day Care Coordinators shall be six and one-half (6.5) hours not including a thirty (30) minute duty-free lunch. ONC reserves the right for the above to attend a monthly staff meeting with no additional compensation.
- C. The hours for all other unit members shall be either seven (7) or seven and one-half (7.5) hours per day not including a thirty (30) minute duty-free lunch depending on the individual division hours. (The salary schedule is based on the seven [7] hour day. Unit members working seven and one-half [7.5] hours shall have their salaries adjusted for the extra one-half [.5] hours).
- D. All members shall receive a daily fifteen (15) minute break.

ARTICLE IX – UNSCHEDULED CLOSING

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

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

1. The Frank W. Cyr Center

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

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

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

3. Occupational Centers

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

4. Teaching Assistants

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

5. Hazardous Travel

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

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

ARTICLE X – HOLIDAYS

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

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Presidents' Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	December 25 th Holiday (two [2] days)

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

ARTICLE XI – VACATION

- A. All employees hired after July 1, 1984, other than licensed teaching assistants who receive school vacations, will accrue vacation time at a rate of one (1) day per month to a maximum of ten (10) days per year. Accrued vacation days may be used following the nine (9) month probationary period by new employees.
- B. A maximum of ten (10) days of unused vacation may be carried over each year. In any given year, the maximum total of vacation days shall not exceed thirty (30) days.
- C. Accumulated vacation time must be used prior to the effective date of resignation.
- D. Vacation time will be granted to a person who is re-hired in the same position if the employee has been released from previous employment with BOCES through no fault of his/her own.
- E. All employees, following their first full year of work, will take vacation on an annual basis of ten (10) days per year with one (1) additional day added for each year of employment after the first year of employment up to five (5) years.
- F. After ten (10) years of employment, one (1) additional day will be added to the fifteen (15) days already accumulated. One (1) additional day will be added thereafter for every year of work up to a maximum of five (5) days.
- G. Vacation for teaching assistants and van drivers will be school vacations only.
- H. One (1) day of annual vacation may be used in hour blocks.
- I. Vacation Notification

Requests for vacation must have prior approval by the immediate supervisor and Human Resources Coordinator. Each request is to be submitted, in writing, at least one (1) week

prior to the first day requested. If two (2) or fewer days are to be used, the one (1) week's notification will be reduced to two (2) days.

- J. Temporary employees will not accrue vacation time while working as temporary employees. If employment status changes from temporary to regular employment, vacation benefits will be accrued from the date of original employment.

ARTICLE XII – SICK LEAVE

- A. Unit members employed on a ten (10) month contract shall be granted, on the first day of the school year, fifteen (15) days of sick leave (of which two [2] days may be used as personal leave and four [4] days for family illness each year), cumulative to two hundred (200) days. Ten (10) month employees shall be allowed to accumulate additional days above two hundred (200) to a maximum of two hundred fifty (250), for the purpose of banking such days to be converted to payment upon retirement, as specified in Section E.
- B. Those employed on eleven (11) or twelve (12) month contracts shall be granted one and one-half (1.5) days for each month beyond the regular school year, cumulative to two hundred ten (210) and two hundred twenty (220) days respectively. Two (2) days may be used for personal leave and five (5) days may be used for family illness each year. Twelve (12) month employees shall be allowed to accumulate additional days above two hundred twenty (220), to a maximum of two hundred seventy (270), for the purpose of banking such days to be converted to payment upon retirement, as specified in Section E. The maximum award of Section E shall still apply to such employees.

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

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

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

- E. Upon retirement, an employee who has ninety (90) or more sick days up to a maximum of two hundred forty (240) days for 10-month employees or two hundred sixty (260) days for 12-month employees shall receive payment as follows:

# of Days	Per Day for 2008-09	Per Day for 2009-10	Per Day for 2010-11
90-109	\$15	\$16	\$17
110-129	\$18	\$19	\$20
130+	\$23	\$24	\$25

(Example: If a member retires in 2008-09 and has 112 days, he/she would receive 112 x \$18 or \$2,016; 135 days, he/she would receive 135 x \$23 or \$3,105, etc.)

For the purpose of this Section, retirement shall be defined as the age when the employee files for retirement and collects benefits from the New York State Employees' Retirement System or the New York State Teachers' Retirement System.

- F. If an employee is receiving any District sponsored Workers' Compensation Insurance benefit, the dollar amount per day for which the employee is eligible shall be forwarded to the District. The employee will not be charged for sick leave for any such reimbursed day.
- G. Sick Leave Bank
1. A Sick Leave Bank will be established for the purpose of providing additional sick leave for eligible employees suffering from long-term illness or injury.
 2. In order to be eligible to participate in the Bank, an employee must have completed one (1) full year of service and must contribute one (1) day of accumulated sick leave annually to a maximum of three (3) days. If the Sick Bank becomes exhausted of days, all members will be required to contribute days to replenish the Bank. When such contribution is made, the employee's accumulated sick leave days will be reduced by one (1) day. Unit members hired as of September of any school year may join the Sick Leave Bank by October 1 of that year. Unit members hired at any other time of the school year may join the Bank within thirty (30) calendar days after their starting date. The one (1) year eligibility rule for use of the Bank shall continue. Once a unit member has joined the Sick Bank, he/she shall remain a member until he/she withdraws membership in writing to the Human Resource office. There will be a cap of a maximum of five hundred (500) days allocated to two hundred fifty (250) days from the BOCES and two hundred fifty (250) days from the Association. New members will be required to contribute days regardless if the cap has been maxed.
 3. The individual's personal sick leave must be totally depleted prior to becoming eligible to use the Sick Leave Bank.
 4. Only illnesses or injuries that are serious and prolonged will be considered as acceptable for Sick Leave Bank use. Therefore, an employee must be absent at least five (5) continuous days with or without pay to qualify. Written application should be made to the Board of Directors at least ten (10) working days before anticipated needs so as to expedite application processing. The application will be

accompanied by supporting statement(s) from a physician and other data establishing need. A medical doctor's certificate may be required at any time and the employee must continue under a doctor's care throughout the period of illness or disability. The Board of Directors reserves the right to require a second opinion at any time.

5. The Bank will be administered by a Board of Directors consisting of two (2) members appointed by the President of the Educational Support Professionals Association and two (2) members appointed by the Executive Officer. These members will serve for the Contract period. No action by this Board of Directors will be valid without at least three (3) members present. The Board of Directors must meet at least once annually and present an annual report to the Board of Education and the Educational Support Professionals Association. The decisions of this Committee are final and binding on all parties and shall not be subject to the Grievance Procedure.
 6. Unit members employed during their first three (3) years of service will be entitled to twenty-five (25) days sick leave days per school year from the Sick Leave Bank provided all normal requirements and prerequisites have been complied with, with a split of twelve and one-half (12.5) days coming from BOCES' contributions and twelve and one-half (12.5) days from the Association's contributions. Unit members employed for three (3) years or more will be entitled to fifty (50) days sick leave days per school year provided, however, that the additional twenty-five (25) days shall be taken from the Association's contributions solely. The above days shall be retroactive to the first unpaid day.
 7. If an employee is receiving any District sponsored Workers' Compensation Insurance benefit, the dollar amount per day for which the employee is eligible shall be forwarded to the District. The dollar amount shall be converted to a fraction of the person's regular daily pay and the Bank shall be charged one (1) day less this fraction. Any person failing to comply with the above shall be deemed ineligible to use days from the Sick Leave Bank.
- H. If a unit member exhausts his/her family sick days, he/she can then apply for up to twenty (20) sick days at a time in the event of a serious or catastrophic illness or accident of an immediate family member. He/she can then re-apply for additional sick days in up to twenty (20) day blocks up to a maximum of sixty (60) days. These days will be deducted from his/her own sick leave (not the Sick Leave Bank). Applications will be submitted and reviewed by the Family Sick Leave Bank Committee. The District Superintendent, or his/her designee, may grant up to three (3) additional family sick days per year from the members own sick leave.

ARTICLE XIII – SHORT TERM LEAVES

A. Personal Leave Days

1. Ten (10) month employees shall be granted two (2) personal leave days per year, in addition to the two (2) personal leave days which may be taken from sick leave.

2. Eleven (11) and twelve (12) month employees shall be granted three (3) personal leave days per year, in addition to the two (2) personal leave days which may be taken from sick leave.
3. Requests for personal leave shall have prior approval by the immediate supervisor and the Human Resources Coordinator and shall be verified in writing. Employees need not specify the exact nature of the use of personal time. Personal time may not be used to extend a vacation or holiday. Personal days are intended for emergencies and unavoidable business. In unusual circumstances, the District Superintendent may approve additional time.
4. Accumulated Personal Days

Each employee at the end of the year shall have the choice of transferring any unused personal days to his/her sick leave or receiving compensation of forty-five dollars (\$45) per unused personal day in the employee's last pay period. All unit members with Personal days remaining shall be notified by BOCES as to the number of days remaining at the end of the school year for 10 month employees and by your anniversary date for 12 month employees. A form and procedures mutually agreed to by the district and the association for requesting personal day buy back will be posted on the ONC BOCES website. (To review the form see Appendix B).

B. Bereavement Leave

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

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

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

ARTICLE XIV – LEAVE FOR PERSONAL REASONS

A. Conditions of Leave

After eighteen (18) months of service, a leave of absence for health reasons (substantiated by a physician's statement), or for an individual to take another position within the BOCES, shall be honored for a period of up to one (1) year. A leave of absence for other good and valid reasons shall be granted with the approval of the District Superintendent (or his/her designee) and the Board of Education. The employee receiving such leave may return to a position similar or equal to the one held at the time of taking such leave.

Said leave shall be without pay. Except in cases of involuntary leave for health reasons, where all paid leave entitlements have been depleted, entitlements for vacation, sick leave

and personal leave shall be prorated according to the percentage of the work year worked, rounded to whole days, for the year in which the unpaid leave is granted.

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

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

B. Re-employment Rights

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

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

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

ARTICLE XV – TRANSFERS

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

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

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

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

- A. For all returning employees whose base salary is **under** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Under \$35,000	2008-2009	4.5%
Under \$37,000	2009-2010	4.5%
Under \$39,000	2010-2011	4.5%

For all returning employees whose base salary is **over** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Over \$35,000	2008-2009	4.1%
Over \$37,000	2009-2010	4.1%
Over \$39,000	2010-2011	4.1%

- B. Starting Salaries (Increase of 2.5%)

Year	Column	I	II	III	IV	V
2008-2009		\$16,705	\$17,267	\$17,827	\$18,387	\$18,948
2009-2010		\$17,122	\$17,698	\$18,273	\$18,847	\$19,422
2010-2011		\$17,550	\$18,141	\$18,730	\$19,318	\$19,907

Job categories covered by this Section:

Column I Library Clerk, Clerk
 Column II Clerk/Typist
 Column III Cleaner
 Column IV Keyboard Specialist, Secretary, Account Clerk
 Column V Media Services Coordinator, Building Maintenance Worker,
 Van Driver

- C. 1. Any person substituting for a person in a higher position in a higher column for more than ten (10) working days shall receive the higher scheduled rate of pay for that position, retroactive to the first day.
2. Except as provided under Article XVII, Section D, any person substituting for a non-bargaining unit member in a higher paying position for more than ten (10) days shall receive the higher scheduled rate of pay for that position to a maximum of \$35 for 2008-2009 & 2009-2010 and \$37 for 2010-2011 per day.

3. Any person assuming the duties of another person while continuing his/her own job for more than three (3) days shall have his/her additional duties presented and reviewed for possible compensation by the District Superintendent and shall be given additional compensation as listed above in Section C(2). Such decision by the Superintendent shall be final and binding and shall not be subject to the Grievance and Arbitration Procedure.

D. Credit Award/Degree Award

Unit members shall receive \$100 added to their base salary for obtaining 9 credit hours.

Unit members shall receive \$200 added to their base salary for obtaining 18 credit hours.

Unit members shall receive \$400 added to their base salary for obtaining an Associates Degree.

Unit Members shall receive \$600 added to their base salary for obtaining a Bachelors Degree.

To receive the aforementioned credit or degree award, proof of the credits or degree must be presented to the Human Resources Office. This increase shall be effective from the date of presenting proof of the credits or degree; but depending upon the date of proof of the credits or degree the payment shall be prorated for the remainder of that year and be paid in full September 1 for 10 and 11 month staff and July 1, for 12 month staff. For any unit member holding one or more of the degrees he/she may apply for the difference between any award under the previous employment agreement and the awards listed above the highest degree earned.

- E. If in the event that a teacher is absent in a given class and the unit member is asked to serve as the substitute teacher, the unit member will receive an additional thirty-five dollars (\$35) in 2008-2009, thirty-five dollars (\$35) for 2009-2010, and thirty-seven dollars (\$37) in 2010-2011 and thereafter as outlined in the procedures below. In the above event, reasonable effort will be made to secure a substitute licensed teaching assistant. If more than one (1) teaching assistant is assigned to a classroom, the teaching assistant assigned to substitute for the teacher will, subject to ability and fitness to perform the job, be rotated between teaching assistants in that classroom. The classroom teacher shall decide the order of rotation.

The following procedures will be followed in order for a unit member to receive extra pay when they substitute for the teacher for 90 minutes or more on a prorated basis. The teacher is in charge of his/her classroom and is expected to be available at all times. Whenever a teacher becomes unavailable and the need for a unit member to substitute for the teacher becomes necessary, the teacher must report this to the SubFinder System.

For example;

- A. If the teacher is attending a CSE meeting he/she would report this to the SubFinder System and would request coverage by a unit member. In doing so,

justification is provided for the unit member to get paid. This reporting must be done in advance of the meeting. The same applies to medical and other appointments.

- B. If the teacher is helping a student outside of the classroom but is still available then the unit member would not receive the substitute pay because the teacher is available.
- C. If a crisis occurs and the teacher needs to leave the classroom the teacher must notify the administrator in charge and the teacher assigned a unit member to cover the class. This also gets reported into the SubFinder system.

Under no circumstances should the unit member assume that they will be compensated for class coverage. Justification is provided via documentation to the SubFinder system and when necessary to the administrator's office.

- F. It is recognized by the parties that clerical employees covered by this Agreement shall not be expected to routinely supervise students.

ARTICLE XVII – SALARY / LICENSED TEACHING ASSISTANTS

- A. For all returning employees whose base salary is **under** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Under \$35,000	2008-2009	4.5%
Under \$37,000	2009-2010	4.5%
Under \$39,000	2010-2011	4.5%

For all returning employees whose base salary is **over** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Over \$35,000	2008-2009	4.1%
Over \$37,000	2009-2010	4.1%
Over \$39,000	2010-2011	4.1%

- B Starting Salaries (Increased by 2.5%)

2008-2009	Eleven thousand four hundred thirty-six dollars (\$11,666)
2009-2010	Eleven thousand seven hundred twenty-two dollars (\$11,957)
2010-2011	Eleven thousand fifteen dollars (\$12,257)

- C. Certificate

- 1. All new teaching assistants are required to have a Licensed Teaching Assistant's Certificate. At the start of employment they will get a Temporary/Level I Licensed Teaching Assistant's Certificate. However, they will have to progress to complete the requirements for a Continuing/Level II & III Licensed Teaching Assistant's Certificate.

2. If for any reason the BOCES needs to employ an individual who would have no teaching duties and a licensed teaching assistant was not required, the Board will pay the minimum wage per hour.
 3. The guidelines for licensed teaching assistants will follow State Education Department regulations.
- D. Any licensed teaching assistant that would like to get their Commercial Drivers License (CDL) must apply and be approved by the Director of Innovative Programs or his/her designee. If approved, all course work including the cost of the license will be paid by the BOCES. It is understood that a Commercial Drivers License is not a requirement for the job.

ARTICLE XVIII – SALARY / CRISIS INTERVENTION SPECIALISTS

- A. For all returning employees whose base salary is **under** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Under \$35,000	2008-2009	4.5%
Under \$37,000	2009-2010	4.5%
Under \$39,000	2010-2011	4.5%

For all returning employees whose base salary is **over** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Over \$35,000	2008-2009	4.1%
Over \$37,000	2009-2010	4.1%
Over \$39,000	2010-2011	4.1%

- B. Starting Salaries (Increased by 2.5%)

Year	CIS-I BA/BS	CIS-II BA/BS + Teacher Certification
2008-2009	\$21,359	\$22,161
2009-2010	\$21,892	\$22,715
2010-2011	\$22,440	\$23,282

ARTICLE XIX – SALARY / CERTIFIED OCCUPATIONAL THERAPY ASSISTANT, OCCUPATIONAL THERAPIST, PHYSICAL THERAPIST, SENIOR ACCOUNT CLERK, SUPPORT FACILITATOR CLAIMS PROCESSOR, REGISTERED NURSE, LICENSED PRACTICAL NURSE AND MEDIA LIBRARY CLERK.

- A. For all returning employees whose base salary is **under** the amounts as listed shall receive the following increases:

Salary	Year	Percentage of Increase
Under \$35,000	2008-2009	4.5%
Under \$37,000	2009-2010	4.5%
Under \$39,000	2010-2011	4.5%

For all returning employees whose base salary is over the amounts as listed shall receive the following increases:

<u>Salary</u>	<u>Year</u>	<u>Percentage of Increase</u>
Over \$35,000	2008-2009	4.1%
Over \$37,000	2009-2010	4.1%
Over \$39,000	2010-2011	4.1%

ARTICLE XX – EXTRA PAY

A. Overtime

1. All overtime must be previously approved by the immediate supervisor. Time worked over forty (40) hours per week will be compensated by time and one-half (1.5) pay. All vacation time, personal days, holidays and sick days shall be counted as days worked for the purpose of calculating overtime.
2. If an employee is called by a member of the BOCES supervisory team or administration to do emergency work such as clear snow, repair work, to meet payroll, schedule deadlines, etc., at other than regular work hours or while a building is closed, said employee will receive a minimum of four (4) hours pay at his/her individual rate. Should the job take more than four (4) hours, the employee will receive his/her regular hourly rate up to forty (40) hours per week. Beyond forty (40) hours per week, overtime will be paid at time and one-half (1.5) pay.
3. An individual employee who makes a security check on weekends and holidays will receive two (2) hour’s pay for each such building check.
4. If positions as Class/Club Advisor are available to members of the Bargaining Unit during the term of this Agreement, any unit member serving as an Advisor shall be paid a stipend of six hundred dollars (\$600) for the year in which the duties are performed. Duties to be performed in return for this stipend are set forth in Appendix A. All vacant positions shall be posted internally and annually.

B. Longevity

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

<u>Year</u>	<u>Years of Service</u>	<u>Ten (10) Month</u> <u>(4.1%/4.5%)</u>	<u>Twelve (12) Month</u> <u>(4.1%/4.5%)</u>
2008-2009	10-14 years	\$715/\$718	\$859/\$862
2009-2010	10-14 years	\$744/\$750	\$894/\$901
2010-2011	10-14 years	\$775/\$784	\$931/\$941
2008-2009	15-19 years	\$1,069/\$1,073	\$1,286/\$1,291
2009-2010	15-19 years	\$1,113/\$1,122	\$1,338/\$1,349
2010-2011	15-19 years	\$1,159/\$1,172	\$1,393/\$1,409

2008-2009	20 or more years	\$1,310/\$1,315	\$1,573/\$1,579
2009-2010	20 or more years	\$1,363/\$1,374	\$1,637/\$1,650
2010-2011	20 or more years	\$1,419/\$1,436	\$1,705/\$1,724

Longevity shall increase at the same percentage as salary increases.

C. Advanced Study

If a unit member utilizes Article XX, Section C of this Agreement, they may not take advantage of Article XXIV, Section B.2. of this same Agreement. Beginning July 1, 2008, employees completing pre-approved college level courses of study related to their work assignment shall receive forty-five dollars (\$45) for each college credit hour. Beginning July 1, 2008, such reimbursement shall be limited to a maximum of sixty (60) credit hours.

D. Relocation

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

ARTICLE XXI – PAYMENT

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

A. Payroll Deductions

1. Dues

- a. BOCES shall provide, through its payroll facilities, a means of deducting the dues of the BOCES Educational Support Professionals Association where requested by the individual employee.
- b. BOCES agrees to transmit a check for the total sum deducted to the BOCES Educational Support Professionals Association within a period of twenty (20) days following such deductions.
- c. Dues deductions shall be made in equal installments over the fiscal year.
- d. The employee’s authorization for dues will be in writing.
- e. The following form of authorization shall be used:

=====

PAYROLL DEDUCTION AUTHORIZATION

Social Security Number _____
 Name - Last, First _____

District Name Otsego-Northern Catskills BOCES
Organization BOCES Educational Support Professionals Association

To the Board of Education:

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

Employee Signature _____
Date _____

2. Agency Fee

- a. The District and the Association recognize that the negotiation and administration of Collective Agreements and related activities entail expenses which are appropriately shared by all employees covered by such Agreements. They further recognize that the Association, by reason of its status as "Exclusive Representative" of all employees in the negotiating unit, is obligated to fairly represent all such employees without regard to their membership in the Association. In consideration thereof, the District agrees to deduct from the wages of any employee who chooses not to be a member of the Association an Agency Fee in the amount equivalent to the unified dues of the Association and to promptly transmit such sums so deducted to the Association.
- b. Deduction of this Agency Fee shall be made consistent with the dues deduction schedule of this Agreement beginning in July and ending in June of each school year or in such other manner as the parties may agree in writing. The District agrees to furnish the Association with an alphabetical listing showing the names of all employees who are hired after October 1 of any school year as they occur. Deductions shall be appropriately prorated so as to be the same as the deductions made to Association members.
- c. The District shall, within ten (10) days following each pay period from which a dues deduction was made, transmit the amount so deducted to the Association. The first transmittal shall be accompanied by a listing of all employees and the amount of each deduction. The Association shall be responsible for the final accounting of all fee receipts and distributions.
- d. The Association agrees to save and hold harmless the District from all loss, expenses, damages (except punitive), costs and attorney's fees, limited only to the attorney provided by the Association, that may accrue as a result of the aforesaid Contract provision by reason of any actions or suits brought against the District by any employee in this unit.

- B. A Tax Sheltered Annuity of the employee's choice.
- C. United States Savings Bonds.
- D. Any employee who works at more than one (1) location in the course of a regular day's work assignment will receive a mileage reimbursement at the I.R.S. per mile rate.
- E. Direct Deposit of Payroll

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

- F. Flexible Benefit Plan (I.R.S. Section 125)

The BOCES will make available to unit members a Flexible Benefit Plan (I.R.S. Section 125) with a view towards implementation by January 1, 1998. The BOCES agrees to pay for the administration cost of this Plan which it understands to be approximately three dollars (\$3) per month for those persons who choose to option for this benefit. BOCES however, will be the sole determinate of the premium provider. It is further understood that BOCES in its sole discretion will review the application of this program after two (2) years and at that time determine whether this benefit will continue as established. BOCES may either modify or discontinue the program as it sees fit.

- G. Payment for Years of Service

Upon retirement from BOCES, unit members (employed by BOCES for at least seven [7] years) shall receive two hundred twenty-five dollars (\$225) for each full year of service at BOCES. The employee will notify BOCES six (6) months prior to his/her anticipated date of retirement with a non-binding letter of intent. The employee will submit a letter of retirement three (3) months prior to retirement. Except for circumstances in which there are major, unforeseeable life changes, the letter of retirement (three [3] month) is binding. The District Superintendent may waive the six (6) month notice or three (3) month letter upon request.

Payment for years of service will be made as a 403(b) non-elective employer contribution. The employer contribution shall be deposited into an employee selected 403(b) account. The employee has the responsibility to ensure the 403(b) account will accept employer non-elective contributions.

ARTICLE XXII – INSURANCE

- A. Health Insurance

- 1. Eligibility and Payment

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

a. Current Employees

i) Full-Time

For all employees whose base salary is **under** \$35,000 for 2008-2009 and \$37,000 for 2009-2010 and \$39,000 for 2010-2011 school years the individual will pay the following:

Individual Coverage:

2008-2009	2.75%
2009-2010	3.25%
2010-2011	3.50%

Supplemental Coverage:

2008-2009	10%
2009-2010	10%
2010-2011	10%

Family Coverage: Difference Between the Individual Plan and Family Plan

2008-2009	8.75%
2009-2010	9.00%
2010-2011	9.25%

For all employees whose base salary is **over** \$35,000 for 2008-2009 and \$37,000 for 2009-2010 and \$39,000 for 2010-2011 school years the individual will pay the following:

Individual Coverage:

2008-2009	3.0%
2009-2010	3.5%
2010-2011	4.0%

Supplemental Coverage:

2008-2009	10%
2009-2010	10%
2010-2011	10%

Family Coverage: Difference Between the Individual Plan and Family Plan

2008-2009	9.75%
2009-2010	10.75%
2010-2011	12.5%

Employees will contribute the remaining cost through payroll deduction

ii) Part-Time

If any employee works fifty percent (50%) or more in an encumbered position, the District will pay the premium paid for

full-time employees. An employee whose position is involuntarily reduced to less than fifty percent (50%) shall have no reduction in District contribution to the insurance premium.

b. New Employees

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

c. Multiple Coverage

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

2. Terms of Coverage

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

B. Health Insurance for Future Retirees

1. To be eligible for the benefits of health insurance set forth in Article XXII, Section B, a member of this bargaining unit must be employed for no less than seven (7) years by this BOCES.
2. Upon retirement from employment the Board of Cooperative Educational Services current unit members shall receive at retirement health insurance coverage at the rate of 75% employee and 50% spouse. Any person hired on or after January 1, 2009, shall receive at retirement 70% employee and 40% spouse. Any member hired after July 1, 2010 will receive at retirement 65% employee and 40% spouse.
3. For the purpose of this Section, retirement shall be defined as the age when the employee files for retirement and collects benefits from the New York State Employees' Retirement System or the New York State Teachers' Retirement System.

C. Dental Insurance

1. The Board shall provide payment for a dental plan which will be ONC Dental Plan. If another plan is provided, it shall be equal in every respect and must be approved by the Association's Executive Committee.
 2. The employee will pay equal cost as paid during the 1999-2000 year.
- D. If a change in health insurance carriers is made by the employer, coverage will not be diminished.
- E. Buy-Out Option

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

School Years - 2008-2009, 2009-2010 & 2010-2011 four thousand dollars (\$4,000)

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

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

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

F. Prescription Co-Pay

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

ARTICLE XXIII – DISABILITY INSURANCE

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

ARTICLE XXIV – ADVANCED EDUCATION

A. Advanced Education – Adult Education

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

B. Advanced Education Grants

1. Criteria

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

Clerk/Typist - Office Practice, Bookkeeping, Typing

Teaching Assistant - Improving Math Skills, Individualized Instruction, Psychology of Adolescence
- f. An employee will be given the reason for the denial of a grant request, and will be given the opportunity to respond in writing with further explanation and a request for reconsideration.

2. Grants Available and Eligible Expenses

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

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

3. Payment

- a. Vouchers must be submitted for payment at completion of course work with the following attached:
 - i) Proof of successful course completion;
 - ii) Proof of payment (receipts or canceled check copy) for tuition or books;
 - iii) Completed Course Expense Sheet
- b. Submit claims for payment to the Human Resources Coordinator.
- c. Upon receipt of Course Expense Sheet and necessary backup materials, payment will be made on the next bill schedule.

4. Application Procedure

- a. Applications available upon request from the Human Resources Coordinator.
- b. Deadline for applications:
June 1 Summer Session

September 30..... Fall Semester
January 31Spring Semester

- c. Applications are submitted to the Human Resources Coordinator for preliminary review.
- d. The Human Resources Coordinator recommends to the District Superintendent and Association President.
- e. Final approval will come from the Board of Education.
- f. The Human Resources Coordinator will notify all applicants of grant status after Board of Education action.

C. Conference Days

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

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

ARTICLE XXV – RETIREMENT

- A. Beginning 1990-1991, the Board of Education has adopted the Non-Contributory Plan (Section 75-i) for employees covered under Tier I and Tier II of the New York State

Employees' Retirement System (employees hired before July 27, 1976) and the New York State Teachers' Retirement System.

- B. All full-time employees hired between July 27, 1976 and August 31, 1983 are required to be enrolled in Tier III of the New York State Employees' Retirement System or the New York State Teachers' Retirement System.
- C. All full-time employees hired on or after September 1, 1983 are required to be enrolled in Tier IV of the New York State Employees' Retirement System or the New York State Teachers' Retirement System.
- D. Full-time licensed teaching assistants are required to be enrolled in the New York State Teachers' Retirement System with the Tier to be determined by the date of membership.
- E. Part-time employees have the option of joining the New York State Employees' Retirement System or the New York State Teachers' Retirement System. (For purposes of the Retirement System only, any employee working less than twelve [12] months is considered a part-time employee.)

ARTICLE XXVI – GRIEVANCE PROCEDURE

A. Definitions

- 1. “*Grievance*” is any claimed violation, misinterpretation or inequitable application of the existing Agreement.
- 2. “*Grievant*” is the person(s) making the grievance or the Association when it makes the grievance.
- 3. “*Immediate Supervisor*” is the person to whom the employee is directly responsible.
- 4. “*Superintendent*” is the Chief Executive Officer of the Board or a member of the BOCES administration who has been designated in writing by such officer to act on his/her behalf.
- 5. “*Board*” is the Board of Cooperative Educational Services, Sole Supervisory District of Otsego, Delaware, Schoharie and Greene Counties.

B. Purpose

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

C. Procedure

- 1. Stage 1

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

2. Stage 2

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

3. Stage 3

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

4. Stage 4

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

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

5. Stage 5

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

ARTICLE XXVII – UNION RIGHTS

The Association may be allowed to use up to four (4) days per school year, non-accumulative, for Association business including, but not limited to, time at the NYSUT Delegate Assembly and the Annual Retirement Board Meeting. In addition, the President of the Association will have five (5) days per school year, non-accumulative, for Association business. The Association President will notify the District Superintendent of the usage of this time.

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

ARTICLE XXVIII – EXTENSION CLAUSE

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

ARTICLE XXIX – TAYLOR LAW REQUIREMENT

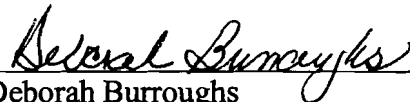
IT IS AGREED THAT ANY PROVISION REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXX – DURATION OF AGREEMENT

The legal standing of this Contract shall extend from July 1, 2008 through June 30, 2011.

FOR THE DISTRICT

FOR THE ASSOCIATION



Dr. Marie Wiles
District Superintendent
Otsego-Northern Catskills BOCES

Deborah Burroughs
Association President
BOCES Educational Support Professionals

7.10.08

8-6-08

Date

Date

APPENDIX A – PAYMENT OF CLASS/CLUB ADVISORS

- A. For a basic stipend of six hundred dollars (\$600), it is expected that the Advisor will do the following:
1. Register students into the organization and make sure the dues are paid;
 2. Conduct the election of Officers;
 3. Hold regular chapter meetings and facilitate such meetings;
 4. Be responsible for raising funds;
 5. Be responsible for doing service projects;
 6. Prepare students for various competitions;
 7. Attend local, regional (District) and State meetings with the students; and
 8. Monitor the Treasurer.
- B. If duties go beyond the above expected list, the Advisor may request consideration for an additional stipend by a Committee consisting of the Building Principal and former Advisors who shall make a recommendation to the Superintendent or his/her designee for a final decision. The Committee would use the guidelines below in making its decision for an additional stipend:
1. Did the Advisor have a State Officer and thus the requirement of advisement to this student?
 2. Were additional weekend, vacation and/or Summer meetings required?
 3. Did the Advisor go to the National Convention?
 4. Did the Advisor hold the Chairmanship of competition, State conferences or events?
 5. Did the Advisor hold a leadership and/or awards banquet with the club?
 6. Was the personal time required well above normal?

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

APPENDIX B – PERSONAL DAY REQUEST FOR PAYMENT FORM



**Request for Personnel Day Payment
Educational Support Professional Staff**



Name: _____

Current Date: 8/7/08

Position: _____

10 Mo. or 12 Mo.: _____

Number of Days Requested for Payment: _____

As per the Educational Professionals contract, I am requesting payment for unused accrued personal days for a payment of \$45 per day.

Payment for unused personal days for 10 month staff can be requested at the end of the school year and will be paid in September once the days are verified.

Payment for unused personal days for 12 month staff can be requested by your anniversary date and will be paid on the next payroll once verified.

I verify all of my attendance information is accurate and up-to-date in the Human Resources Office.

Signature

Date