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Title: **Orleans/Niagara Board of Cooperative Educational Services and Orleans/Niagara Board of Cooperative Educational Services Teacher Aide Unit, CSEA Local 1000, AFSCME, AFL-CIO, Orleans County Local 837 (2016)**

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AID/6631

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

**THE DISTRICT SUPERINTENDENT/CHIEF EXECUTIVE OFFICER
OF THE
ORLEANS/NIAGARA BOARD OF COOPERATIVE
EDUCATIONAL SERVICES**

AND

**THE ORLEANS/NIAGARA BOCES
TEACHER AIDE UNIT
OF C.S.E.A., INC., LOCAL 1000, AFSCME, AFL-CIO**

NOTICE:

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 additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

7/1/16 — 6/30/21

Begins: July 1, 2016
Ends: June 30, 2021

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PREAMBLE

Whereas the New York State Public Employment Relations Board in its case No. C-3319 has certified the Civil Service Employees Association, Inc. as the sole and exclusive representative for the purpose of collective negotiations and the administration of grievances of the employees of the Orleans/Niagara Board of Cooperative Educational Services in the following employer - employee negotiating unit:

Included: All full-time and part-time aides employed by Orleans/Niagara Board of Cooperative

Educational Services in special education programs for non-adult students and alternative education programs which are operated under the auspices of the administrator in charge of special education programs, excluding casual aides, temporary aides, aides assigned to alternative education programs not operated under auspices of the administrator in charge of special education programs and all other employees.

The parties now agree to the following:

ARTICLE 1

CONCERNING THIS AGREEMENT

Section 1.1 Definitions

- 1.1.1 "BOCES" means the Orleans/Niagara Board of Cooperative Educational Services and is intended to refer to it as the employing entity. It applies to all persons (e.g., the District Superintendent/Chief Executive Officer, Administrators, Supervisors) and bodies (e.g., the Board of Cooperative Educational Services itself) properly authorized to act on behalf of the BOCES.
- 1.1.2 "Board" means the Board of Cooperative Educational Services itself and applies only when it is intended that the Board itself shall act or refrain from action.
- 1.1.3 "District Superintendent" means the person appointed by the Board/Commissioner of Education to serve on a regular or acting basis as the District Superintendent/Chief Executive Officer.
- 1.1.4 "Association" means the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Orleans/Niagara BOCES Education Aides Unit Orleans County Local 837.
- 1.1.5 "Employee" means a person incumbent in a position included in the unit described in the Preamble of this Agreement, but does not mean such a person who is a temporary employee (as defined in paragraph 1.1.16 of this Agreement) or who is regularly scheduled to work less than ten (10) hours per week for the BOCES.
- 1.1.6 "Party" means the BOCES or the Association.
- 1.1.7 "Parties" means the BOCES and the Association.

- 1.1.8 "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement.
- 1.1.9 "Amendment" means a written change, labeled as an "Amendment" in a term and condition of employment contained in this Agreement. An Amendment shall only become effective upon the ratification of the Amendment by the membership of the Orleans/Niagara BOCES Education Aide Unit of the Association's Local 837, ratification by the membership of the Board and execution of the Amendment by the proper officials of the Association and the BOCES.
- 1.1.10 "Fiscal year" means the period which begins at 12:01 a.m. on July 1st of each year and ends at midnight on the next following June 30th.
- 1.1.11 "Regular full-time employee" means an employee who is regularly scheduled to work at least ten (10) months of the school year and at least thirty (30) hours per week exclusive of lunch periods.
- 1.1.12 "Regular part-time employee" means an employee who is regularly scheduled to work at least ten (10) months of the school year and at least ten (10) hours per week exclusive of lunch periods, but less than the hours per week required of a full-time employee.
- 1.1.13 "Execution date" means the date identified as such under the heading "Subscription" of this Agreement which shall be the date on which the parties both sign this Agreement or, if the parties sign on different dates, then the latest date on which a party signs.
- 1.1.14 "Active payroll" refers to the time when the employee is being paid for working or is on paid leave pursuant to this Agreement as opposed to the time when the employee is on unpaid status such as absent without pay, or unpaid leave or on layoff.
- 1.1.15 "Unit" and "negotiating unit" each mean the employer-employee negotiating unit as set forth in the Preamble to this Agreement.
- 1.1.16 "Temporary employee" means both: (i) an employee hired to replace an incumbent employee who is on leave of absence, is on vacation, or is otherwise unavailable for the performance of his duties; and (ii) an employee hired to fill a position which itself will exist only on a temporary basis by reason of the source of its funding or other reasons.
- 1.1.17 "Supervisor" means the employee's immediate supervisor. On the execution date of this Agreement, the District Superintendent shall give a written notice to each employee in the negotiating unit of the name of the person who has the responsibility of immediate supervision of the employee's position. If a change in the immediate supervisor occurs, the District Superintendent shall give written notice, not later than the third (3rd) working day after the change is instituted, to each affected employee after the change is instituted, stating the name of the person who will assume the responsibility of immediate supervision of the employee's position.
- 1.1.18 For purposes of calculating any period of working days specified in this Agreement, "working day" means any day except a Saturday and a Sunday.

Section 1.2 Duration

- 1.2.1 Each provision of this Agreement goes into effect when the term of this Agreement begins and goes out of effect when the term of this Agreement ends unless the provision in question expressly states a different beginning or ending date in which case such different date shall apply.
- 1.2.2 This Agreement shall begin on the Execution Date by representatives of both parties.

The beginning date shall then be retroactive to July 1, 2016 at 12:01 a.m. The ending date shall be midnight June 30, 2021. Any employee who has separated or does separate from employment prior to the date on which this collective bargaining agreement, term commencing July 1, 2016, is ratified by both parties, shall not receive any retroactive adjustments either in salary or any fringe benefits.

Section 1.3 Amendment and Waivers

- 1.3.1 During the term of this Agreement, this Agreement can be changed only by amending this Agreement in the manner specified in paragraph 1.1.9 of this Agreement. No other action of a party or the parties shall be deemed to be a change or waiver in the meaning of this Agreement. Either party may propose an amendment to this Agreement, but the other party is not obligated to negotiate respecting the proposed amendment. It is the intent and right to insist upon negotiating any matter whether or not referred to in this Agreement. Nothing in this paragraph shall be construed to preclude negotiations for a successor to this Agreement.

Section 1.4 Interpretation and Legal Effect

- 1.4.1 Except when this Agreement says otherwise, the following rules apply in interpreting this Agreement:
- a) A word of one gender applies also to the other gender unless the context clearly indicates that only the gender used is intended (e.g., the use of "she" in reference to pregnancy).
 - b) A word used in the singular number applies also to the plural.
 - c) This Agreement speaks as of the time it is being applied.
 - d) Each provision in this Agreement is severable from every other provision.
 - e) Language in this Agreement is to be construed as strictly against one party as against any other. It is immaterial which party suggested it.
 - f) Each lettered appendix referred to in this Agreement (for example, "Appendix A") is part of this Agreement, and is incorporated in this Agreement by reference.
 - g) Giving notice to BOCES means giving notice in writing to the District Superintendent by delivering it to him in person (in which case he shall sign a receipt thereof) or by sending it to him by registered or certified mail or

telegram addressed to him at Orleans/Niagara BOCES, 4232 Shelby Basin Road, Medina, New York 14103.

- h) Giving notice to the Association means giving notice in writing to the President of the Orleans/Niagara BOCES Teacher Aide Unit, Local 837, CSEA, by delivering it to him in person (in which case he shall sign a receipt thereof) or by sending it to him by registered or certified mail or telegram addressed to him at his home address as shown on the books of BOCES.
- 1.4.2 All the agreements which the parties have reached during negotiations are recorded in this Agreement or in "memoranda of understanding" which bear the same date as the execution date of this Agreement. From and after the execution date of this Agreement, no other document shall constitute a binding commitment between the parties unless it is (i) dated on or after such execution date and (ii) signed by a duly authorized representative of each party.
 - 1.4.3 No provision of this Agreement shall be interpreted so as to be in conflict with any provision of law. If this Agreement requires a party or a person to do anything that is prohibited by law, the obligation is invalid, but all other obligations imposed by this Agreement remains valid.
 - 1.4.4 If a court of competent jurisdiction determines that a provision of this Agreement is invalid, such determination shall not affect the validity of any other provision of this Agreement. If such a determination has been made and no appeal lies therefrom or if the time to appeal has passed and no appeal has been taken, the parties, as soon as is reasonably practicable, shall enter into collective negotiations which shall be limited to replacing the invalid provision with a provision that meets the standards of the Public Employees Fair Employment Act in reference to mandatory subjects of negotiations.
 - 1.4.5 Any provision of this Agreement which cites a law, rule or regulation is intended to be and shall be interpreted as being only a descriptive summary of such law, rule or regulation. With respect to the subject matter of any such provision of this Agreement, it is the intention of the parties that the provisions of the cited law, rule or regulation shall control, unless this Agreement states otherwise.

ARTICLE 2

ASSOCIATION-BOCES RELATIONS

Section 2.1 Managerial and Association Rights

- 2.1.1 BOCES reserves and retains solely and exclusively all of its inherent rights to manage BOCES as such rights existed prior to the execution date of this Agreement, except to the extent that they are modified by express provisions of this Agreement or are contrary to law. The sole and exclusive rights of BOCES include but are not limited to: Its right to establish, continue, change or abolish any or all of BOCES' policies, practices, rules, regulations and procedures as they relate to the operation of its schools and programs; to determine the number, location, hours and types of its operations; to establish or discontinue programs or operations; to determine to what extent the required work shall be performed by employees covered by this Agreement; to determine the number, classification and duties of employees; to determine the necessity for filling a vacancy; to determine the methods, processes, equipment and materials to be used in BOCES operations; to judge the efficiency and competency of

employees; to establish and maintain a job evaluation program; to establish and change work assignments; to select, hire, direct, transfer and promote employees; to lay off employees because of the lack of work or for budgetary reasons; to establish, change and enforce rules for the conduct of employees; and to discipline and discharge employees. It is specifically understood and agreed that BOCES will not exercise any of the rights set forth or referred to in this paragraph 2.1.1 in a manner contrary to law or to an express provision of this Agreement.

- 2.1.2 Anything which this Agreement requires or permits the District Superintendent to do may be done by a person designated by the District Superintendent to act on his behalf. Anything which this Agreement requires or permits the administrator in charge of the business office, assistant superintendent for instruction or administrator in charge of special education programs to do, may be done by a person designated by the District Superintendent to act on behalf of the administrator in charge of the business office, assistant superintendent for instruction or administrator in charge of special education programs.
- 2.1.3 BOCES recognizes the rights of the CSEA as the sole and exclusive representative of employees included in the negotiating unit for the purpose of collective negotiations and the administration of grievances as well as all other rights which are inherent to such representative, including but not limited to: The administration of the terms and conditions of employment contained in this Agreement; the representation of employees in all matters affecting their terms and conditions of employment; the management of its own affairs without interference from BOCES, its agent or representatives; and the right to establish its own goals and objectives.

Section 2.2 Negotiation of a Successor Agreement

- 2.2.1 Negotiations for a successor to this Agreement shall take place in the final fiscal year of this Agreement. The Association shall deliver to the District Superintendent a letter of intent to begin negotiations not earlier than March 15th of that year. At the first negotiating meeting the Association shall present its proposals to the District (in the form of written deletions from, additions to, or modifications of specific provisions of this Agreement).

No later than the second negotiating meeting, BOCES shall present its proposals to the Association (in the same format).

The first negotiations meeting shall take place on a mutually agreeable date not later than April 30th of that year. The parties may mutually consent to the extension of any time limit set forth in this paragraph, provided that any such extension must be evidenced by a written memorandum signed by both parties.

- 2.2.2 At the start of the first and each subsequent negotiations meeting, the parties shall set the date for the next collective negotiations meeting, if any, but such date may be changed thereafter by mutual consent of the principal spokespersons for the parties.
- 2.2.3 Each party shall inform the other in writing of the name, address and telephone number(s) of its principal spokesman for collective negotiations and the name of each member of its negotiating team. All correspondence with respect to the negotiations shall be conducted between the principal spokesmen.
- 2.2.4 Each provision of a new or modified agreement which has been tentatively agreed to by the negotiation teams of both parties, as evidence of such tentative agreement, shall be

reduced to writing, dated with the date upon which such tentative agreement was reached, and initialed by the principal spokesperson of each party. No such tentative agreement shall become binding on the parties until it has been ratified by the membership of the Teacher Aides Unit of Local 837 of the Association and the membership of the Board and has been executed by the proper officials of the Association and BOCES.

- 2.2.5 Negotiations shall take place in the BOCES' Orleans Center unless the parties agree on a different location.

Section 2.3 Dues Deductions

- 2.3.1 Association membership dues and insurance premiums shall be deducted from the wages of each employee who has voluntarily signed a form authorizing such deductions provided that the form has been delivered to the office of the administrator in charge of the business office not later than the first day of the payroll period prior to the first payroll period in which the deduction for the employee is to be made. Deductions for an individual employee shall continue to be made until and including the payroll period during which the administrator in charge of the business office has received from the employee a written statement signed by him revoking his deduction to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 3.1 Basis Principles and General Provisions

- 3.1.1 A "grievance" can be submitted with respect to any act of BOCES which violates or misapplies a provision of this Agreement.

- 3.1.2 A grievant is:

- (a) an employee, or
- (b) a group of employees who have the same immediate supervisor, or
- (c) the Association,

who submits a grievance. An employee or such a group of employees must submit a grievance at Step 1. The Association may submit a grievance when (i) the employees who are aggrieved by the act of BOCES in question have more than one (1) supervisor, or (ii) when a right granted by this Agreement to the Association as such (as distinct from a right of an employee or group of employees) has been violated by an act of BOCES. The Association must submit a grievance at Step 2.

- 3.1.3 An employee shall continue to perform his duties even though he may feel himself aggrieved, except when it is determined jointly by representatives of the CSEA and BOCES that the continuance of those duties would affect the employee's health or safety adversely.

- 3.1.4 It is essential that the time limits set forth in this Article 3 be followed by the parties and the employees. However, the parties may by mutual consent extend any such time

limit provided that such extension must be evidenced by a written memorandum dated and signed by an authorized representative of each party. Consent to an extension shall not be withheld unreasonably by either party. If the grievant exceeds a time limit without having obtained an extension, the grievance is deemed barred and need not be further considered by BOCES. If BOCES does not give an answer on or before the last day of a time limit, the grievance may be appealed as though the answer had been given on such last day.

- 3.1.5 The purpose of the grievance procedure set forth in this Article 3 is to provide an exclusive method for resolving a difference which arises out of the misapplication or violation of a provision of this Agreement. Therefore, an employee shall have the choice of either submitting a grievance in accordance with the procedure provided herein or commencing a proceeding before a judicial, administrative or legislative body or person for resolution of the difference.
- 3.1.6 During normal school hours, and in connection with grievance meetings outside normal school hours, all persons involved with a grievance shall have access to all written statements and records pertaining to that grievance.
- 3.1.7 An employee who is a CSEA representative or who is a grievant shall suffer no loss of pay when he is attending grievance meetings or hearings during the employee's regularly scheduled work hours.
- 3.1.8 It is the intent of this grievance procedure to provide for the orderly settlement of grievances. The resolution of a grievance at the earliest possible step is encouraged.
- 3.1.9 A grievant shall have the right to be represented at each step of the grievance procedure by local representation. A CSEA representative may be present at Stage 2.

Section 3.2 Procedure

- 3.2.1 Step 1. A grievance must be submitted on the form shown in Appendix A of this Agreement by the grievant to his Supervisor and the Association representative not later than the tenth (10th) working day after the day on which occurred the act of BOCES which is the subject of the grievance. If that act of BOCES is considered to be a "continuing act," any remedy granted pursuant to this grievance procedure shall not apply to any period of time prior to the twentieth (20th) consecutive working day preceding the submission of the grievance.

The Supervisor has five (5) working days after the day on which the grievance was submitted to answer the grievance in writing. During that five (5) working day period, the Supervisor, the grievant and the Association representative shall meet to discuss the grievance if either party so requests. Others who have knowledge of the matter shall meet with the Supervisor if he so requests.

If the grievant is not satisfied with the answer, he has five (5) working days after the day on which his Supervisor gave him the answer to appeal the grievance in writing to the District Superintendent.

If the grievant does not appeal the grievance in writing before the appeal time expires, the grievance is deemed satisfied by the Supervisor's answer.

3.2.2 Step 2. The second stage is the handling of a grievance by the District Superintendent. If a grievance is not satisfactorily settled at the first stage, the employee may request a review of the determination thereof by the District Superintendent or his designated representative within five (5) working days of the determination of the immediate supervisor. The specific nature of the grievance and the facts relating thereto shall be submitted in writing by the employee. The District Superintendent or his designated representative shall, on request of the employee, hold an informal hearing within five (5) working days from the receipt of the written grievance at which time the employee and his representative may appear and present oral statements. The District Superintendent or his designated representative shall make a written determination of such grievance within ten (10) working days from the date of the informal hearing, if one is held, and provide a copy of the decision to the grieving party.

3.2.3 Advisory Arbitration: If the grievance is not adjusted satisfactorily at the second stage, the aggrieved employee and CSEA may submit the grievance to advisory arbitration. CSEA will determine whether the grievance is meritorious and, thereafter, decide whether to serve a demand for arbitration. A *written demand* must be served upon the Superintendent of Schools within ten (10) working days of the second stage determination.

If the parties are unable to agree upon an arbitrator within ten (10) days after written notice of submission of arbitration, a request for a list of arbitrators may be made to the American Arbitration Association or the Public Employment Relations Board (PERB). The parties will then be bound by the rules and procedures of the American Arbitration Association or PERB in the selection of an advisory arbitrator.

Submission of a grievance to advisory arbitration shall constitute the sole means for the employee and/or the association to resolve the grievance. All other courses of action or remedies shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance to advisory arbitration shall be considered to be a waiver of the right of an employee and/or the association to thereafter seek recourse by means of the grievance procedure.

1. The arbitrator's recommendation shall set forth his findings of fact, reasons, and conclusions of law on only that issue submitted for determination.
2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement.
3. The arbitrator shall not usurp the functions of the Board of Education under the law.
4. The arbitrator's recommendation shall not be contrary to or extend any provision of law, or any other rule or regulation having the force and effect of law.
5. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties. The arbitrator's recommended remedy shall extend only to the grievant.
6. The arbitrator's recommendation shall be advisory.
7. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the employer and the association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's

share of the divided costs nor of the expenses of witnesses or participants called by the other.

- 3.2.4 If the recommendation made by the advisory arbitrator is not satisfactory to the employee and CSEA, CSEA may make a written request for a review by the Board of Education within fifteen (15) working days of the receipt of the recommendation of the advisory arbitrator by filing such written request with the District Superintendent of Schools. In the event CSEA does not make a written request for review, the Board of Education and the District Superintendent of Schools shall, at the next regularly scheduled meeting of the Board, occurring after the expiration of the fifteen-workday period, review the recommendation of the advisory arbitrator and make a final determination of the grievance. The decision of the Board of Education is final and binding. There shall be no further appeal.

ARTICLE 4

PERSONNEL MATTERS

Section 4.1 Filling Job Openings

- 4.1.1 The filling of openings is governed by the Civil Service Law and rules and regulations adopted in conformity with that law.
- 4.1.2 Notice of vacancies within the unit occurring between September 15 and June 15 will be posted for a period of seven (7) working days at the following locations: (1) District Office - Medina; (2) Niagara Center West; (3) Niagara Academy. A copy of such postings will be faxed to the union president. The office of the administrator in charge of special education programs will maintain a file of written requests for transfer; such letters shall be retained for at least one year. The office of the administrator in charge of special education programs will provide written acknowledgment of receipt of such requests, with a copy to the Association President. In cases where requests are not honored, the administrator in charge of special education programs will, upon request, provide an opportunity for the special education teacher aide to discuss the matter.
- 4.1.3 Whenever a vacancy occurs in a unit position the employer will forward notification of said vacancy to the unit president within five (5) working days.
- 4.1.4 Regular part-time employees who desire full-time employment may make application to the administrator in charge of special education programs. Regular part-time employees who make such application will be considered for full-time positions when an opening is available. The employer is under no obligation to make any regular part-time employee full-time as a result of this provision.
- 4.1.5 Transfer Opportunity for Regular Full-Time Employees - Regular full-time employees who desire to be transferred to an alternative location may make application to the administrator in charge of special education programs. Application must be made by June 1st for consideration during the next school year. Regular full-time employees who make such application will be considered for transfer if and when a requested position becomes available. The employer is under no obligation to transfer any employee as a result of this provision.

Section 4.2 Discipline and Dismissal

- 4.2.1 Except with respect to reprimands, the district shall follow the provisions of Section 75 of the New York State Civil Law when it seeks to discipline or dismiss a unit employee who was hired as an employee in the bargaining unit prior to December 1, 2011 and who has completed three (3) or more years of continuous service in the position of the District or a unit employee who was hired as an employee in the bargaining unit on or after December 1, 2011 and has completed four (4) or more years of continuous service in the position of the District.
- 4.2.2 Whenever BOCES disciplines or dismisses a unit employee who has completed three (3) or more years of continuous service in the same position with BOCES, the unit president will be so advised of the unit member's name unless the employee signs a written waiver of union representation.
- 4.2.3 Conviction of a felony involving child abuse or molestation, and conviction of a felony affecting the employment relationship with the Orleans/Niagara BOCES, shall result in automatic dismissal. This clause shall be construed as a waiver of the disciplinary procedures of the New York State Civil Service Law.

Section 4.3 Personnel File

- 4.3.1 Employees shall have access to their own personnel files at the District office, and shall make an appointment for this purpose at least twenty-four hours in advance. Such access shall be provided during regular business hours, and in accord with district policies regarding personnel files.

Section 4.4 Employee Training

- 4.4.1 The District shall provide one day of teacher aide training for new hires in August and the employees will be compensated at their regular hourly rate for all hours they are required to be in attendance. All newly-hired special education teacher aides in the employ of the District at the time of the training session shall be required to attend. The District shall provide one day of teacher aide training between September 1 and January 31. Newly-hired special education teacher aides who were not in the District's employ at the time of the August training session shall be required to attend. Other special education teacher aides directed to attend by a building supervisor or program supervisor shall be paid at the applicable hourly rate for their participation. The District shall remunerate employees at the applicable hourly rate for attendance at teacher aide training sessions not sponsored by the District in which employees participate at the direction of the District.

Section 4.5 Layoff and Recall

- 4.5.1 The District shall annually revise and publish a special education teacher aide seniority list, which shall include name, date of hire, and interruptions in service. Seniority shall accrue only for full-time personnel, effective from the date of Board of Education appointment to a full-time position. Only days of paid leaves of absence shall count towards seniority. A full-time employee for purposes of seniority shall be defined as one who is regularly scheduled to work ten (10) months of the school year and at least thirty hours (30) per week.

- 4.5.2 When abolition of a position by the Board of Education results in the termination of a special education teacher aide, the least senior special education teacher aide shall be terminated. Persons terminated in accordance with this provision shall be placed on a District special education teacher aide recall list for a period of fifteen months, and shall be recalled to service in order of seniority. Notice of recall shall be sent by certified mail, and acknowledged by the employee within two (2) working days from date of delivery. Upon return to service, the employee shall be paid according to the rate to which he or she was entitled at the time of lay-off.

Section 4.6 Field Trips

- 4.6.1 Special education teacher aides shall not be required to pay admission fees while accompanying students on field trips.

ARTICLE 5

COMPENSATION

Section 5.1 Basic Pay Rates

- 5.1.1 Effective prospectively (the day after mutual ratification), without any retroactivity, each individual who was employed in the bargaining unit as of June 30, 2018 and remains employed as of the time of mutual ratification will receive a base salary increase of \$900 per FTE. The foregoing salary increases shall be implemented within thirty (30) days after mutual ratification of this agreement, and the increases shall be retroactive to August 31, 2018 (the day after mutual ratification).

Effective September 1, 2018, each individual who was employed in the bargaining unit as of June 30, 2018 and remains employed as of the time of mutual ratification will receive a base salary increase of 7.25% per FTE. The foregoing salary increases shall be implemented within thirty (30) days after mutual ratification of this agreement, and the increases shall be retroactive to September 1, 2018 or the day after mutual ratification, whichever occurs later.

Effective September 1, 2019, the annual salary of each employee who was also covered by this agreement in effect on June 30, 2019 shall be increased by \$1,593 per FTE.

Effective September 1, 2020, the annual salary of each employee who was also covered by this agreement in effect on June 30, 2020 shall be increased by 2.50%.

- 5.1.2 Until August 30, 2018, during the school year, subsequent to their initial employment, teacher aides shall receive an hourly wage not less than twenty cents (\$.20) more per hour than the hourly rate for entry-level special education teacher aides. Effective August 30, 2018, during the school year, subsequent to their initial employment, teacher aides shall receive an hourly wage not less than thirty-five cents (\$.35) more per hour than the hourly rate for entry-level special education teacher aides.
- 5.1.3 The BOCES may pay a new hire in the bargaining unit, who previously rendered service for the BOCES (either in or outside the bargaining unit), at a rate above that established for other new hires in the bargaining unit. However, the starting rate for a new hire in the bargaining unit shall not exceed the rate that such new hire would receive if his or her prior service had been in the bargaining unit and rendered immediately preceding the new

appointment. The BOCES may exercise the foregoing authority only if the new hire rendered service for the BOCES at some time during the 24 months immediately preceding the new appointment.

Section 5.2 Pension and Insurance

5.2.1 BOCES will continue to provide and, to the extent required by law, pay for whichever of the following plans an employee is eligible pursuant to the law; (i) the Non-Contributing Career Plan provided under Section 75-g of the New York State Retirement Plan provided under Article 14 of that law; (ii) effective July 1, 1982, BOCES shall provide and, to the extent required by law, pay for coverage under Section 41-j of that law to such employees who are eligible therefore; (iii) effective December 1, 1992, BOCES shall provide Section 75-i of the New York State Retirement Plan.

5.2.2 The BOCES shall have the right to select the health insurance carrier(s) (plan administrator(s)) and the health insurance plan(s), as long as the benefits provided are at least comparable to those provided under the present coverage. The operation of the health insurance coverage shall be governed in all respects by the terms of the plans, rules and policies governing such coverage as issued by the plan administrator(s). The BOCES' sole responsibilities with respect to provision of health coverage shall be to: (i) make the coverage available, (ii) provide necessary data on reasonable request, and (iii) pay its contribution to the monthly premiums as specified in this paragraph.

Unit members meeting the eligibility requirements for health insurance coverage shall select coverage during the month of June (to be effective July 1st). Such election must be delivered in writing to either the business office or to the labor relations office, as directed by the BOCES, and shall be binding upon the unit member for the duration of the succeeding fiscal year.

The BOCES shall remit full-time basis premium contributions set forth in Section 5.2.2a all full-time personnel during each year of this contract and for such part-time personnel who work at least seventy-five percent (75%) of a regular full-time employee's schedule. The BOCES will pay fifty percent (50%) of the full-time basis premium contribution for a part-time employee who works at least fifty percent (50%) of a regular full-time employee's schedule, but less than seventy-five (75%) of such a schedule, if the part-time employee desires the coverage and authorizes the balance of the premium to be deducted from the employee's pay. A part-time employee who works less than fifty percent (50%) of a regular full-time employee's schedule is not eligible to be covered in this health insurance program.

5.2.2a Managed Care Plan. The BOCES will make available one or more managed care plans (which may include, as examples, a Health Maintenance Organization (HMO) plan, a Preferred Provider Organization (PPO) plan or a Point of Service (POS) plan),

Full-time employee premium contributions for enrollment in the available Point of Service (POS) plan will be as follows.

- Effective August 31, 2018: two percent (2%) of the total applicable premium for such coverage, effective the day after mutual ratification. However, annual employee contributions shall not exceed \$273 for an enrollee in single-person coverage, \$560 for an enrollee in two-person coverage, and \$843 for an enrollee in family coverage.

- Effective July 1, 2019: four percent (4%) of the total applicable premium coverage. However, annual employee contributions shall not exceed \$416 for an enrollee in single-person coverage, \$853 for an enrollee in two-person coverage, and \$1,284 for an enrollee in family coverage.

Until August 31, 2018, for unit members hired prior to April 1, 2013, the plan will include prescription co-payments of up to \$7.00 for each generic prescription, \$15.00 for each preferred brand name prescription and \$35.00 for each non-preferred brand name prescription, with provision for mail order (up to 90 days) at up to double the foregoing prescription co-payments (or up to two and one-half times the foregoing prescription co-payments if the option to provide mail order (up to 90 days) at double the foregoing prescription co-payments becomes unavailable to the BOCES as a result of an action or decision of the plan, plan administrator or Health Consortium of which the BOCES is a member).

Until August 31, 2018, for employees in the bargaining unit with effective dates of employment on or after April 1, 2013 (except for persons who had been regularly employed by the BOCES prior to April 1, 2013 and maintained regular employment with the BOCES during each ensuing ten-month school year(s) until the date of appointment in the bargaining unit), the plan will include prescription co-payments of up to \$10.00 for each generic prescription, \$20.00 for each preferred brand name prescription and \$40.00 for each non-preferred brand name prescription, with provision for mail order (up to 90 days) at up to double the foregoing prescription co-payments (or up to two and one-half times the foregoing prescription co-payments if the option to provide mail order (up to 90 days) at double the foregoing prescription co-payments becomes unavailable to the BOCES as a result of an action or decision of the plan, plan administrator or Health Consortium of which the BOCES is a member).

Effective August 31, 2018 for enrollees in the available point of service plan, employee prescription co-payments shall be up to \$10.00 for each generic prescription, \$20.00 for each preferred brand name prescription, and \$40.00 for each non-preferred brand name prescription, with provision for mail order (up to 90 days) at up to double the foregoing prescription co-payments (or up to two and one-half times the foregoing prescription co-payments if the option to provide mail order (up to 90 days) at double the foregoing prescription co-payments become unavailable to the BOCES as a result of an action or decision of the plan, plan administrator or Health Consortium of which the BOCES is a member).

If a managed care plan is discontinued or substantially altered by the BOCES, then unit members enrolled in that plan shall be given an opportunity to enroll in an alternative managed care plan. Notwithstanding the preceding sentence, the BOCES is not under any obligation to make more than one managed care plan available.

5.2.2b High Deductible Health Plan

Effective August 31, 2018, the High Deductible Health Plan (HDHP) option (PPO 8000, Class 0T10) that is available through the Orleans/Niagara School Health Consortium shall be an enrollment option. The employee premium contribution shall equal two percent (2%) of the total applicable premium for such coverage effective upon mutual ratification and three percent (3%) of the total applicable premium for such coverage effective July 1, 2019. The BOCES shall make annual contributions to a Health Reimbursement Account on behalf of each full-time (1.0 FTE) enrollee in the HDHP, in the amount of \$750.00 (single-person coverage) or \$1,500.00 (two-person or family coverage). Such annual contributions

shall be prorated for eligible part-time employees and for employees commencing paid service after the beginning of the school year. The only expenses reimbursable under the HRA shall be HDHP deductibles and coinsurance. Funds may accumulate to a maximum of \$1,500 (single-person) or \$3,000 (family). Any funds accumulated above those maximums shall be forfeited and revert to the BOCES. The plan document shall be developed by the BOCES in accordance with the Internal Revenue Code.

- 5.2.2c Upon execution of this Agreement for any employee hired after the date this Agreement is signed, this Agreement prohibits health insurance enrollment at the BOCES' expense if the subject employee, the employee's spouse or dependents are covered by comparable coverage by any group health insurance plan. If a husband and wife are both employed by the BOCES, then only one health plan for the family will be paid for by BOCES.

For purposes of this Section, "comparable coverage" refers to: (1) Any managed care plan voluntarily chosen by the employee, the employee's spouse or the employee's dependents; or (2) any group health insurance plan with hospital, doctor, major medical coverage, prescription drug rider equal to or better than the plan offered by the BOCES and which has annual deductibles and co-payments which total no more than \$1,200 for the family plan.

- 5.2.2d Re-entry into the health insurance program shall be governed by the rules of the health insurance plan provided for in this Agreement and Section 5.2.4.
- 5.2.3 Upon separation from employment, such health insurance coverage shall be terminated on the first (1st) day of the month following the cessation of employment.
- 5.2.4 Health Plan "Buy-Out": Employees who elect to decline to participate in the District-sponsored health plan may do so by providing the Business office with proof of other health coverage. Those who opt out of family health coverage will receive \$1,100 for every year in which they do not participate; those opting out of single coverage will receive \$600. Employees will be eligible to rejoin the plan on the first day of the month after having provided the District with evidence of changed circumstances due to divorce, death of spouse, spouse's loss of job; in cases of such reentry, the amount paid to the employee for non-participation shall be pro-rated.
- 5.2.5 The benefits under this buy-out provision shall be prorated for employees hired after July 1, and for employees employed for less than 10 months.
- 5.2.6 By filing the Health Insurance Waiver, unit employees agree that they will not seek insurance or drug coverage for the entire fiscal year except as provided by Section 5.2.4.
- 5.2.7 The unit member must provide proof of health insurance coverage from another source at the time of application for this alternative benefit.

Section 5.3 Flexible Spending Accounts and Health Reimbursement Accounts

- 5.3.1 BOCES will enact a Flexible Spending Account for each employee covered under the contract by July 1, 1995.

The Flexible Spending Account shall have no annual minimum and the maximum amount which a unit member may set aside each plan year for reimbursement of medical expenses is two thousand dollars (\$2,000). The foregoing maximum set-aside for medical expenses shall be pro-rated for part-time employees (appointed to at least .5 FTE), in accordance

with the pro-ration methodology set forth in the third paragraph of Section 5.2.2 of this agreement. The maximum amount which a unit member may set aside each plan year for reimbursement of dependent care expenses shall be the maximum prescribed by law.

All employees that meet the eligibility requirements set forth in the Plan Highlights are eligible to participate in the Flexible Benefit Plan.

A Plan participant, upon termination of employment for whatever reason, agrees to reimburse the employer for any claims paid which exceed their Plan balance.

Effective on the first day of September after the contract (term commencing July 1, 2002) is ratified by the Association membership and the Board of Education, respectively, the BOCES shall contribute \$150 per Plan Year to the medical reimbursement flexible spending account for each regular full-time employee in the bargaining unit. The BOCES contribution shall be pro-rated for part-time employees (appointed to at least .5 FTE), in accordance with the pro-ration methodology set forth in the third paragraph of Section 5.2.2 of this agreement.

Effective at the end of the plan year concluding at the end of the day on August 31, 2007, the BOCES shall no longer make any contributions to the medical reimbursement flexible spending accounts of any members of the bargaining unit.

- 5.3.2 The BOCES shall establish a medical reimbursement plan in accordance with Section 105 of the Internal Revenue Code. The BOCES contribution shall be \$200 per plan year for each active regular full-time employee through August 31, 2017. The BOCES contribution shall thereafter become \$250 per plan year for each active regular full-time employee. The BOCES contribution shall be prorated for employees hired after the beginning of a plan year, and for any employees entering unpaid leave for any part of a plan year. Unused funds in an employee's account may accrue to a maximum of \$1,500. Unused funds in excess of \$1,500 shall revert to the BOCES. The plan document shall be developed by the BOCES in accordance with the Internal Revenue Code.

Section 5.4 Health Insurance Upon Retirement

- 5.4.1 The following plan is in lieu of any and all plans to "buy back" unused sick leave: Employees taking retirement may continue membership in the District health plan during the term of retirement until the individual reaches the age of eligibility to receive Medicare, but charges for such membership must be paid by the individual. A check from the employee to cover such charges must be in the BOCES Business office by the fifth day of each month during the term of retirement. Failure to have such check in the Business office by the fifth will result in automatic cancellation of coverage.

Effective July 1, 1992, if a unit member retires from the service of the Orleans/Niagara BOCES pursuant to the New York State Employees Retirement System and was covered on the effective date of retirement by a health insurance plan provided pursuant to this Agreement, he or she will be eligible for continued coverage under a health insurance plan calculated upon the following conversion formula based upon the number of full years of continuous full-time service to the District completed by the effective date of retirement.

<u>Years of Service</u>	<u>Monthly Coverage</u>
15, but less than 20 years and at least 120 accumulated sick days	12 months
20 or more years, and at least 130 accumulated sick days	24 months
22 or more years, and at least 140 accumulated sick days	36 months

If hired after July 1, 1995:

15, but less than 20 years and at least 90 accumulated sick days	12 months
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A retired unit member will be eligible for the coverage provided herein only if he/she gives to the District Superintendent/Chief Executive Officer a written irrevocable resignation because of retirement, which sets forth the effective date of such resignation because of retirement, to be received by the District Superintendent/Chief Executive Officer: At least sixty (60) days before the effective date of the resignation; and, if the employee will not be returning for the succeeding school year, then by no later than June 1st. The health plan and the BOCES' premium contributions on behalf of a retiree, who is eligible under the preceding paragraph for coverage in retirement with BOCES premium contributions, shall be the same as those applicable to active unit members. Any retiree who is eligible under the preceding paragraph for coverage in retirement with BOCES premium contributions, and who is ineligible for enrollment under the terms of the managed care (point of service) plan because he or she does not reside within the network for at least six months per year, shall be eligible for enrollment in a preferred provider organization (PPO) plan. The BOCES' premium contributions on behalf of a retiree as referenced in the preceding sentence, for the remaining period of eligibility for such coverage under the preceding paragraph, shall be capped at the same percentage of premium that the BOCES would pay on behalf of an enrollee in the point of service plan. The preceding two sentences shall only apply to a retiree who is eligible under the preceding paragraph for coverage in retirement with BOCES premium contributions, and who is (and remains) ineligible for enrollment under the terms of the managed care (point of service) plan because he or she does not reside within the network for at least six months per year.

Until August 31, 2018, for unit members hired prior to April 1, 2013, the health insurance coverage prescription co-payment for retirees who are enrolled (or become enrolled) in the Preferred Provider Organization (PPO) plan will include prescription co-payments of up to \$7.00 for each generic prescription, \$15.00 for each preferred brand name prescription and \$35.00 for each non-preferred brand name prescription, with provision for mail order (up to 90 days) at up to double the foregoing prescription co-payments (or up to two and one-half times the foregoing prescription co-payments if the option to provide mail order (up to 90 days) at double the foregoing prescription co-payments becomes unavailable to the BOCES as a result of an action or decision of the plan, plan administrator or Health Consortium of which the BOCES is a member).

Until August 31, 2018, for unit members with effective dates of employment on or after April 1, 2013 (except for persons who had been regularly employed by the BOCES prior to April 1, 2013 and maintained regular employment with the BOCES during each ensuing

ten-month school year(s) until the date of appointment in the bargaining unit), the health insurance coverage prescription co-payment for retirees who are enrolled (or become enrolled) in the Preferred Provider Organization (PPO) plan will include prescription co-payments of up to \$10.00 for each generic prescription, \$20.00 for each preferred brand name prescription and \$40.00 for each non-preferred brand name prescription, with provision for mail order (up to 90 days) at up to double the foregoing prescription co-payments (or up to two and one-half times the foregoing prescription co-payments if the option to provide mail order (up to 90 days) at double the foregoing prescription co-payments becomes unavailable to the BOCES as a result of an action or decision of the plan, plan administrator or Health Consortium of which the BOCES is a member).

Effective August 31, 2018, the health insurance coverage prescription co-payment for retirees who are enrolled (or become enrolled) in the Preferred Provider Organization (PPO) plan will include prescription co-payments of up to \$10.00 for each generic prescription, \$20.00 for each preferred brand name prescription and \$40.00 for each non-preferred brand name prescription, with provision for mail order (up to 90 days) at up to double the foregoing prescription co-payments (or up to two and one-half times the foregoing prescription co-payments if the option to provide mail order (up to 90 days) at double the foregoing prescription co-payments becomes unavailable to the BOCES as a result of an action or decision of the plan, plan administrator or Health Consortium of which the BOCES is a member).

Section 5.5 Aide Serving As A Substitute Teacher

- 5.5.1 It is the intent of the BOCES to provide full teacher and aide coverage for classes that are so staffed. The BOCES intends to fill teacher slots with substitute teachers and aide slots with substitute aides. When unit members serve as substitute teachers, the BOCES intends to procure substitutes for those unit members.

A joint committee comprised of representatives from the union and the administration, respectively, will be formed, upon ratification of this Agreement, and will seek to develop strategies for achieving the foregoing objectives.

A unit member who is assigned by a building supervisor or program supervisor to serve as a substitute teacher for one-half day or more shall be paid his or her regular salary plus \$25.00 per full day (to be pro-rated if such service is for a half-day) through the end of the 2011-2012 school year; \$30.00 per full day (to be pro-rated if such service is for a half-day) effective for the 2012-2013 school year; and \$35.00 per full day (to be pro-rated if such service is for a half-day) effective beginning with 2013-2014 school year.

Section 5.6 Longevity

- 5.6.1 Until August 31, 2018, when an employee has completed the number of years of full-time continuous service with the District shown below, upon notification to the District Personnel office, he or she shall be given a longevity payment in the amount shown below, minus required deductions:

Years of full-time, continuous service:

After ten years: \$200

After fifteen years: \$250

Effective August 31, 2018, when an employee has completed the number of years of full-time continuous service with the District shown below, upon notification to the District Personnel office, he or she shall be given a longevity payment in the amount shown below, minus required deductions:

Years of full-time, continuous service:

After ten years: \$250
After fifteen years: \$300

Section 5.7 LOP and ALC Stipends

5.7.1 Any aide who received such a stipend of \$800 per year during the 1998-1999 school year will continue to receive it under the following conditions:

1. The need for such assignment continues to exist at the site where the aide is assigned.
2. If the duties linked to such a stipend are transferred to another site and the aide opts to transfer to the new site and continue to perform the duties and to receive the stipend.

If the duties linked to such stipend cease to exist or the aide opts not to transfer to the new site, the stipend will not continue to be paid.

No additional stipends will be granted to unit members who did not receive such stipends during the 1998-1999 school year.

Any time the number of slots warranting such stipend is less than the number of incumbents who received the stipends in the 1998-1999 school year, the most senior aides who were receiving the stipend will be given first option to continue such assignment.

If a unit member would otherwise receive a stipend under the foregoing terms but the BOCES decides instead to reassign the unit member to a classroom other than ALC or LOP, then the unit member shall continue to receive the stipend notwithstanding the reassignment. The BOCES retains the right to make assignments and transfers, and this Section shall not be construed to diminish that right.

Section 5.8 Tax-sheltered Annuities

5.8.1 Pursuant to Section 403(b) of the Internal Revenue Code, tax-sheltered annuities shall be made available to unit members who execute the necessary salary modification (payroll deduction) forms and any other applicable forms as prescribed by the BOCES. Participation shall be governed by the terms of Board of Education Policy Number 5423, and in the event that the Policy is revised then the terms of participation will change accordingly.

Section 5.9 Payroll

5.9.1 Payroll shall be by direct deposit for all employees, except as prohibited by law. All members of the unit shall complete and submit forms, as required by the BOCES, in connection with implementation of direct deposit.

Members of the bargaining unit shall be required to utilize the employee self-service options to acquire their payroll information, instead of being issued a payroll stub. Access to such self service options shall be provided at work.

Section 5.10 Tuition Reimbursement

5.10.1 The BOCES will reimburse employees of the bargaining unit for tuition cost of courses taken, provided that the following conditions are met:

1. The District Superintendent has approved the course(s) for tuition reimbursement in advance of the employee's enrollment in the course(s). It is understood that the District Superintendent is not likely to grant approval unless the course(s) are part of a program meeting with the District Superintendent's approval.
2. The course must be in the employee's discipline.
3. No more than two (2) courses per semester, and no more than six (6) credits per semester, will be approved. For the purposes of this Section 5.10, there shall be a maximum of two semesters per year.
4. The employee has presented to the District Superintendent's Office satisfactory documentation that the employee achieved a passing grade in the course. If the employee separates from employment prior to presenting to the District Superintendent's Office satisfactory documentation that the employee achieved a passing grade in the course, then the individual shall not be entitled to tuition reimbursement.
5. Tuition reimbursement will be at the State University of New York's rate.

ARTICLE 6

WORK SCHEDULES

Section 6.1 Regular Hours

- 6.1.1 The work year, including paid holidays for special education teacher aides, shall be the same as the work year for special education teachers.
- 6.1.2 The work schedule for unit members shall be consistent with the schedule established for special education teachers.
- 6.1.3 Time schedules will be established by the program supervisors and will vary by individual in accordance to the working schedule of the teacher being served by the aide.
- 6.1.4 The full-time employee will work a six (6) and one-half (1/2) hour day and will receive a one-half (1/2) hour duty-free lunch time.
- 6.1.5 An employee in the bargaining unit may be required to work beyond his or her regular work hours up to once per semester, to attend meetings or participate in other activities as determined by the BOCES. An employee shall not be required to extend his or her regular work day by more than two (2) hours on any such day. The employee shall be notified in writing at least three weeks in advance of any day on which he or she shall be required to

work beyond his or her regular work hours. An employee who works beyond his or her regular work hours under this paragraph shall be paid for such additional time worked, and shall complete time sheets, as provided by the BOCES, to record such hours.

Section 6.2 Overtime

- 6.2.1 Any work in excess of thirty-two and one-half (32 1/2) hours up to forty (40) hours will be compensated at straight time. Overtime work in excess of forty (40) hours will be compensated at time and one-half. All additional work beyond thirty-two and one-half (32 1/2) hours must be approved by the program supervisor.

Section 6.3 Extended School Year/Summer Session

- 6.3.1 The BOCES will retain the discretion to determine who gets hired to work the summer session and to determine and implement the salary schedule for such staff. However, any aide in the bargaining unit who previously completed a summer session and who has a break in summer service of no more than three consecutive summers and then returns as a summer aide will not be placed at the entry level rate. The unit member will instead be placed at the appropriate rate based on the number of years of service he/she has worked the summer session.

ARTICLE 7

ABSENCES FROM WORK

Section 7.1 Paid Absences

- 7.1.1 Full-time employees hired after July 1, 1995 will be credited with ten (10) days of sick leave as of September 1st of each school year. Until July 1, 2009, full-time employees hired prior to July 1, 1995 will be credited with sixteen (16) days of sick leave on September 1st of each school year. Effective July 1, 2009, full-time employees hired prior to July 1, 1995 will be credited with fourteen (14) days of sick leave on September 1st of each school year. An employee who begins work at a later time in the fiscal year will be credited when he begins work for each full month remaining in the fiscal year. Until August 31, 2018 sick leave may accumulate to a maximum of two one hundred eighty (180) days. Effective August 31, 2018 sick leave may accumulate to a maximum of two hundred (200) days. Sick leave may not be taken for periods of less than four (4) hours.

Absence for any of the following reasons shall be deducted from accrued sick leave:

- (a) The employee's own illness;
- (b) Illness of the employee's husband, wife, father, mother, son, daughter, father-in-law, or mother-in-law provided that the use of sick leave for this purpose shall not exceed a total of (5) work days in any fiscal year.

Payment for time claimed as sick leave for personal or family illness as defined above shall be supported by a physician's statement under the following circumstances: Upon request of supervisory personnel in cases of three or more consecutive days of absence; or if the employee is suspected of abusing sick leave.

In addition, the District Superintendent may require the employee to undergo a physical examination by a physician selected by the BOCES and at the BOCES' expense, before the employee is paid for sick leave claimed for his/her illness.

- 7.1.2 The District Superintendent shall determine the sick leave credit to be accrued by part-time salaried or hourly employees at the time any such position is established.
- 7.1.3 A regular full-time employee or a regular part-time employee who is required to serve on a jury during the hours when he would normally be scheduled to work will be paid for such service at his regular rate of pay provided that he:
- (1) Reports promptly for regularly scheduled hours of work during which he is not required to be on jury duty.
 - (2) Surrenders to the BOCES his jury duty pay (not including meal or mileage allowances). Alternatively, an employee may, at his choice, forego pay by BOCES and retain his jury duty pay.
 - (3) Furnishes to BOCES satisfactory evidence from the court of the jury duty performed.
 - (4) Cooperates with BOCES in obtaining an excuse from jury duty when BOCES so requests.

Section 7.2 Personal Leave

- 7.2.1 Personal leave with pay, not to exceed two (2) days in any school year, may be granted by the District Superintendent for matters of urgent personal business.

Such personal leave shall only be considered when such personal business cannot be scheduled outside of regular school hours.

Leave for this section will be deducted from accumulated sick leave. If the emergency leave for personal business is not used, it shall be added to accumulated sick leave.

Section 7.3 Holidays

- 7.3.1 Holidays with pay will be the same as that which is established for the special education teachers.

Section 7.4 Child Rearing Leave

- 7.4.1 A full-time employee may be granted an unpaid leave of absence for the purpose of caring for an infant child just born (in which case the child rearing leave will commence when the aide is physically able to resume her duties as certified by her physician.) A child rearing leave is available to both female and male teacher aides.

A child rearing leave will terminate at the end of one of the semesters in either the school year in which the leave began or the succeeding school year. The termination semester shall be determined by the teacher aide. The teacher aide must notify the District Superintendent in writing of his/her desire to return at least sixty (60) days prior to the date he/she intends to return. Child rearing leave shall be without pay or any other benefits. Upon the expiration of a child-rearing leave, an employee must return to work and render at least one full semester of service prior to being eligible for another child-rearing leave.

The semester or semesters the teacher aide was on child rearing leave will not be counted as service for salary, sick leave, or other benefits based on length of service.

A unit member who wishes to terminate a child rearing leave previously requested shall be entitled to do so until the thirtieth (30th) calendar day after the day on which the leave began.

Unit members taking child rearing leave may continue membership in the BOCES Blue Cross/Blue Shield Comprehensive Plan during the term of leave, but charges for such membership must be paid by the individual. A check from the teacher aide to cover such charge must be in the BOCES Business office by the fifth (5th) of each month during the term of the leave. Failure to have such check in the Business office by the fifth (5th) shall result in the automatic cancellation of the Blue Cross/Blue Shield Comprehensive Plan coverage.

Section 7.5 Extended Sick Leave

7.5.1 Any employee who exhausts sick leave allowance shall be eligible for sick leave without pay or any other benefits for a definite period of time not to extend beyond the end of the school year in which application is made but subject to renewal upon further application for an additional year, upon approval of the Board.

The employee may continue membership in the BOCES health insurance plan during the term of the leave, but charges for such membership must be paid by the individual. A check from the employee to cover such charges must be in the BOCES Business office by the fifth (5th) day of each month during the term of the leave.

In the event that the illness or injury is the result of a work-related incident and the employee is determined to be eligible for benefits under the Workers' Compensation Law, then if the employee is enrolled in the health insurance program at the time that his/her accrual of paid sick leave becomes exhausted, he/she shall receive one (1) month of continued paid health insurance coverage after the exhaustion of his/her accrued paid leave.

If the employee remains eligible for Workers' Compensation benefits after one (1) month of continuous paid coverage, he/she may make application to the District Superintendent for one (1) month of additional paid coverage.

The employee may continue to reapply for additional extensions of paid coverage up to a maximum of three (3) months.

The District Superintendent may in his/her sole discretion grant or deny such applications for extensions.

Section 7.6 Emergency Personal Leave

7.6.1 Emergency personal leave with pay may be granted by the District Superintendent for:

1. Death in the immediate family (husband, wife, child, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent) or anyone living in the immediate family unit;
2. Birth of a child to the wife of a male employee, or to the son or daughter of an employee;
3. Surgical operation to a member of the immediate family performed in a

hospital;

4. Court appearances when called as a witness;
5. Other matters of an emergency nature as approved by the District Superintendent.

Such personal leave shall be requested in writing to the District Superintendent at least five (5) days in advance whenever possible.

With the exception of emergency personal leave granted for death in the immediate family, emergency personal leave shall be deducted from the employee's accrual of paid sick leave. However, emergency personal leave shall not be counted towards or deducted from family illness leave as provided for in Section 7.1.1(b). Additionally, a regular full-time employee or regular part-time employee who is subpoenaed to serve as a witness in a proceeding involving Orleans/Niagara BOCES to which neither he/she nor the Association nor affiliates of the Association is a party during the hours when he/she would normally be scheduled to work will be paid for such hours at his/her regular rate of pay, without deduction from accruals, provided that he/she:

- (1) Reports promptly for regularly scheduled hours of work during which he/she is not required to be a witness.
- (2) Surrenders to BOCES his/her witness fees and pay (not including mileage or meal allowance). Alternatively, an employee may, at his/her option, forgo pay by BOCES and retain his/her witness fees and pay.
- (3) Shows BOCES the subpoena.

Section 7.7 Reporting of Absences

7.7.1 An absence from work shall be reported, in accordance with procedures communicated by the immediate supervisor, as soon as practicable and no later than one hour prior to the scheduled beginning of the work shift. If emergency circumstances prevent notice by such time as prescribed in the preceding sentence, then the absence shall be reported, in accordance with procedures communicated by the immediate supervisor, as soon as practicable.

Section 8.1 Exemplary Service


8.1.1 The Board of Education, upon recommendation of the District Superintendent, has the right to provide additional compensation for services considered exemplary. The Association President shall be notified of any such award given to a member of the bargaining unit, and provision to the Association President of a copy of the Board of Education meeting agenda or meeting minutes, in which the award is referenced, shall constitute compliance with the notice requirement.

SUBSCRIPTION


IN WITNESS of the foregoing, the authorized representatives of the BOCES and the Association have signed their names below on the Execution Date written below:

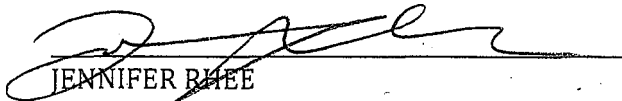
Execution Date: 7/1/19

For the Orleans/Niagara Board of
Cooperative Educational Services:

By: 
CLARK J. GODSHALL, Ed.D.
District Superintendent

For the Association:


DONNA SZCZYGIELSKI, President
Orleans/Niagara BOCES
Teacher Aide Unit of CSEA, Inc.


JENNIFER BREE
Labor Relations Specialist
Civil Service Employees Association, Inc.

APPENDIX A

GRIEVANCE FORM

To: _____ (Supervisor's Name)

Date Submitted to Supervisor: _____

(1) Who is grieving:

Name: _____

Classification: _____

(2) What BOCES did or failed to do that the grievant(s) object to: _____

(3) Date on which occurrence took place: _____

(4) Each and every paragraph of the Agreement which the grievant(s) claim was violated by BOCES" action or failure to act: _____

(5) Action the grievant(s) believe BOCES should take to remedy the foregoing situation:

Grievant's Signature: _____*

Date Submitted: _____

*If there is more than one (1) grievant, the same information must be listed and each must sign on an attached sheet, except where the Association is considered to be the grievant. In such case, the unit president shall act as signator for the grievance.

APPENDIX A

(Reverse Side)

NOTE: THIS SIDE FOR BOCES USE ONLY.

(1) Date of BOCES act claimed to have violated Agreement: _____

(2) Date grievance form received by Supervisor: _____

(3) Date of Step 1 meeting if any: _____

(4) Date of Step 1 answer (copy attached): _____

(5) Date appeal received by District Superintendent's Office: _____

(6) Date of Step 2 meeting: _____

(7) Date of Step 2 answer (copy attached): _____

APPENDIX B

HEALTH INSURANCE WAIVER

BY EXECUTING THIS APPLICATION
I WAIVE MY ELIGIBILITY FOR COVERAGE
UNDER THE BOCES HEALTH INSURANCE PLAN.

I hereby for myself, my heirs, executors and administrators, waive my rights to BOCES-provided health insurance coverage pursuant to the Collective Bargaining Agreement(s) between the Orleans-Niagara BOCES and the Orleans-Niagara BOCES Association of
Teacher Aide Unit of CSEA, Inc.

I understand the RISK inherent in electing the Health Insurance Waiver Option and assume any and all responsibility for said RISK to myself, my heirs, executors and administrators.

I release any and all rights and claims I may have against the Orleans-Niagara BOCES and/or the Orleans-Niagara BOCES Association of
Teacher Aide Unit of CSEA, Inc. and their respective representatives as a result of my waiver of health insurance coverage to which I was previously entitled.

I understand that once this withdrawal of health insurance is in effect, I may not re-enter any BOCES provided insurance plan until the following school year (July 1), except as may otherwise be provided in my Collective Bargaining Agreement.

I have read the above waiver and the applicable contractual provisions in the Agreement between the Orleans-Niagara BOCES and the Orleans-Niagara BOCES Association of
Teacher Aide Unit of CSEA, Inc., and I fully understand the terms of the contract and this waiver.

✓ Signed in the presence of a Notary Public ✓

Employee's Signature Date

Subscribed and sworn to before me this ____ day of _____, 20____.

NOTARY PUBLIC

COVERAGE

Family Two-Person Single

Original - Personnel File / **Copy** - Health Insurance File / **Copy** - Business Office / **Copy** - Employee

APPENDIX C

REASONABLE SUSPICION DRUG AND ALCOHOL TESTING

I. PURPOSE

- a. The purpose of this agreement is to establish a written procedure for conducting drug and alcohol tests within the Orleans/Niagara BOCES for employees when there is reasonable suspicion that such employee is under the influence of or using illegal controlled substances or under the influence of alcohol. References in this policy to illegal drug use shall encompass use of controlled substances without a prescription and/or use of lawfully prescribed drugs in a manner that is not in accordance with the terms of the prescription. An employee will be tested only when reasonable suspicion exists that such test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.

II. POLICY

a. Policy Statement

The use of illegal controlled substances or alcohol by an employee, regardless of the position held, adversely affects the accomplishment of the Orleans/Niagara BOCES mission, impairs the efficiency of the workforce, endangers the lives and security of employees and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substances and alcohol usage, established procedures to test for the use of illegal controlled substances and alcohol shall be utilized. The Orleans/Niagara BOCES as part of its concern for its employees recognizes that the use of illegal controlled substances and alcohol causes problems, which may have a far-reaching negative effect on the health, well-being, and productivity of the workforce.

The Orleans/Niagara BOCES fully supports the community employee assistance programs ("EAP's") and encourages employees who are using illegal controlled substances and alcohol to seek the confidential service of such programs. A voluntary request for assistance must be made prior to the commission of any act subject to disciplinary action. Employees whose substance abuse or alcohol problem is disclosed/discovered only after a violation of this policy, will be addressed as provided for in this policy. Information concerning the use of illegal controlled substances and alcohol revealed to community EAP representatives by an employee cannot be used against the employee for any purpose except with employee consent as a condition of reinstatement or a return to duty, and provided the EAP's services were requested before an act subject to discipline. No term or provision of this policy (Appendix E) shall be construed to: Require the BOCES to fund or sponsor an employee's participation in an EAP; require the BOCES to select an EAP for an employee to utilize or participate in; or prohibit the BOCES from pursuing disciplinary action against an employee who has received a positive test result.

III. REASONABLE SUSPICION AND POST ACCIDENT TESTING

a. Determination of Reasonable Suspicion

An employee may be subject to reasonable suspicion drug testing whenever a BOCES administrator or supervisor has grounds to suspect that the employee is under the influence of drugs. An employee may be subject to reasonable suspicion alcohol testing whenever a BOCES administrator or supervisor has grounds to suspect that the employee is under the influence of alcohol while on duty, on BOCES property or on BOCES business.

The behavior giving rise to reasonable suspicion shall be a recognized symptom of impairment, due to alcohol or controlled substances, or there must be evidence of recent or on the job use of alcohol or controlled substances. Any employee exhibiting behavior, conduct, or personal or physical characteristics indicative of having used or consumed alcohol or drugs shall be subject to testing under this policy.

b. Post Accident Testing

Post-accident testing may be conducted when an employee has been involved in an accident on BOCES property, involving BOCES property, or while on BOCES business, where reasonable suspicion exists.

c. Right to Representation

When a decision is made to test, the employee shall be advised that the employee can consult with a union representative, as long as the union representative can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to allow the employee to contact a Union Representative. In no circumstances shall testing be delayed more than 30 minutes.

- d. All time spent administering a controlled substance or alcohol test, stemming from reasonable suspicion, will be paid at the employee's regular rate of pay or at their overtime rate, if applicable, and will include travel time.
- e. Any employee who is not allowed to return to work while awaiting test results arising out of reasonable suspicion may use any accumulated paid leave benefits as noted in the current collective bargaining agreement during the waiting period for time lost and will be reimbursed for the time lost, should the test results prove negative unless the time off can be justified for an independent reason subject to the provision of the collective bargaining agreement.
- f. If the employee requests the second part of a split specimen be tested by a certified laboratory of his/her choice, the employer is responsible for the cost of such controlled substances test.
- g. Employees who participate in rehabilitation that cannot be scheduled outside of regularly scheduled hours of work will be entitled to all accumulated contractual benefits provided for in the current collective bargaining agreement.

IV. APPLICATION

- a. An employee of the Orleans/Niagara BOCES may be ordered to submit to testing to determine the presence of illegal controlled substances or alcohol.
- b. The order must be justified by a reasonable suspicion that the employee has reported to work under the influence of illegal controlled substances or alcohol, or evidence of recent or on the job use of alcohol or controlled substances, in accordance with Section III(a) above.
- c. While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.
- d. Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinary person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from these facts.
- e. Reasonable suspicion may be based upon, among other matters: observable phenomena, such as observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances or alcohol such as slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; or information provided either by reliable and credible sources or which is independently corroborated.
- f. The BOCES will not test solely on the information of anonymous sources unless the information is corroborated by a reliable and credible source or objective evidence.
- g. It is intended that where a decision is made to test, the employee will be given a directive to submit to the test.
- h. If an employee is utilizing EAP services for his/her abuse of an illegal controlled substance or alcohol prior to an incident leading independently to the determination of the existence of reasonable suspicion of use of an illegal controlled substance or alcohol, or such employee is following the EAP program, the employee will not be subject to drug and alcohol testing under this policy for such prior use, but this policy will apply with full force to any subsequent incident where reasonable suspicion is found.

V. PROCEDURE

- a. An employee of the BOCES ordered to submit to testing shall be advised that he or she has a right to consult with a union representative and afforded the opportunity to consult with a union representative, or other union member without delaying the process in excess of 30 minutes. Reasonable efforts to allow the employee to contact a union representative or another union member shall be made.
- b. Throughout all aspects of these procedures, including transportation and the actual obtaining of the sample, every reasonable effort must be made to insure the dignity and privacy of the employee. All reasonable efforts shall be made to avoid public

attention and these procedures shall be carried out as discreetly as reasonably possible.

- c. Collecting, testing and medical review shall be in conformance with FHWA protocols for CDL drivers.
- d. If the results of any confirming test is negative, the request for testing, the finding of reasonable suspicion, as well as results of said test will not be kept. A positive reasonable suspicion controlled substances or alcohol test may result in discipline, consistent with applicable law and/or Section 4.2 of the collective bargaining agreement.

VI. GENERAL PROVISIONS

- a. An employee's refusal to submit to ordered testing or his or her refusal to cooperate in any aspects of testing procedures shall be considered insubordination and may result in discipline, consistent with applicable law and/or Section 4.2 of the collective bargaining agreement.
- b. In a case where an employee is judged too impaired to continue to work, he or she is to be assisted with making arrangements for transport to the collection center and home. The employee is to be strongly encouraged not to drive. If the employee insists on driving, the Superintendent or other appropriate authority should be immediately notified.
- c. When written reports of the laboratory test are received by the Superintendent, a copy shall be forwarded to the employee who was tested.
- d. Each test ordered under the policy shall be reviewed to insure compliance whenever possible with FHWA provisions.
- e. If, as a result of the investigation, the BOCES determines to pursue discipline, such discipline may be imposed consistent with applicable law and/or Section 4.2 of the collective bargaining agreement.
- f. Records concerning positive tests will be maintained confidentially in the personnel files. It is understood and agreed that no term or provision of this Appendix E shall be construed to prohibit disclosure of positive test results: (1) In disciplinary proceedings and/or any subsequent review thereof or appeal therefrom; or (2) if disclosure is required by law, court order, or lawfully issued subpoena.
- g. An employee who claims to have been tested under this policy without reasonable suspicion can assert such claim as a defense in any disciplinary proceeding brought against him/her. Nothing in this policy shall be construed to deprive an employee of any appropriate defenses or arguments in a disciplinary proceeding.
- h. If the employee requests to see a licensed medical professional due to an emergency health problem, the request shall not be unreasonably denied. Ordered drug or alcohol testing shall not be unreasonably delayed. Any unreasonable delay in drug or alcohol testing caused by the employee shall constitute a refusal to submit to ordered testing, which, in accordance with Article VI(a) of these procedures, shall be considered insubordination and may result in discipline

