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Onondaga-Cortland-Madison Boces
And Ocm Mid-Level Administrators
Assn

AGREEMENT

BY AND BETWEEN

ONONDAGA CORTLAND MADISON BOCES

and the

MID-LEVEL ADMINISTRATORS ASSOCIATION – OCM BOCES
EMPIRE STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION

2001-2002
2002-2003
2003-2004

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUN 06 2002

CONCILIATION

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P R E A M B L E

THIS CONTRACT entered into as of the first day of July, 2001, by and between ONONDAGA – CORTLAND – MADISON BOARD OF COOPERATIVE EDUCATIONAL SERVICES, (hereinafter referred to as "OCM BOCES") and MID-LEVEL ADMINISTRATORS ASSOCIATION OF THE EMPIRE STATE SUPERVISORS AND ADMINISTRATORS ASSOCIATION (hereinafter referred to as "ESSAA").

ARTICLE 1 CERTIFICATION

1.1 The Director of Public Employment Practices and Representation certified ESSAA as the exclusive negotiating representative for the following unit:

1.1.1 Included: All regularly employed full time employees requiring certification by the New York State Civil Service Commission or the New York State Education Department, inclusive of Assistant Director (Workforce Preparation and Continuing Education), Assistant Director (Adult, Continuing and Community Education – Cortland Area) Assistant Director (School Quality Services) Coordinators/Secondary Programs, Coordinator/Comprehensive School Health & Wellness, Coordinator/Midstate Regional Title I Center, Coordinator/Math, Science & Technology, Program Coordinator/Employment and Training (Adult Continuing Education Programs) (Adult Full-Time Short Term Training Programs), Coordinator/Outdoor Education, Coordinator/Assessment & Placement Services, Curriculum Coordinator, Program Coordinator/Drug & Alcohol Abuse Commission, Coordinator/SETRC, Coordinator/Health Occupations, Coordinator/Educational Programs, Coordinator/Aesthetic Education, Principal/Occupational Education, Assistant Principal/Occupational Education, Principal/Alternative Education, Assistant Principal/Alternative Education, Principal/Assistant Principal, Secondary Programs, Supervisor/Special Education, Supervisor/Special Programs, Project Manager/BETAC, Project Manager/Instructional Technology Services, Manager/Systems & Programming, Project Manager/Part 200, Manager of Operations, Project Manager Financial Services, Executive Director-CNY Staff Development Consortium, Coordinator/School Library System, Coordinator/IDEA/VESID RSSC, Manager of Technical Support, Project Manager/Telecommunication Services, Staff Development Specialists and School Information Officer.

1.2 The following positions were excluded by PERB from the Administrative Bargaining Unit:

1.2.1 Excluded: District Superintendent, Assistant Superintendents, Directors, Assistant Director (Regional Computer Center), Assistant Director (Adult Education Workforce Education and Business and Industry Training), Manager of

Business Services, Supervisor/Special Education , Supervisor/Employee Assistance Program, all casual, temporary, and substitute employees. Also excluded are all other employees not specifically referred to in the above-identified INCLUDED category.

ARTICLE 2 DEFINITIONS

- 2.1 Administrators and Supervisors serving in the job titles listed in the "included" sections of Article 1 will hereinafter be referred to as the "unit members."

ARTICLE 3 SAVINGS CLAUSE

- 3.1 If any provision in this Agreement is or shall at any time be judged contrary to law in a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced or subject to the grievance procedure, except to the extent permitted by law. However, all other provisions of this Agreement will continue in effect.

ARTICLE 4 REQUIREMENT PER TAYLOR LAW

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

ARTICLE 5 PAYROLL DEDUCTIONS

- 5.1. OCM BOCES shall make the following deductions from the salaries of unit members who provide written authorization for same: health and dental insurance premiums, United Way contributions, credit union accounts, a tax deferred (IRS 403-b) program designated by the unit member, and United States Savings bonds.
- 5.2 Unit members who authorize OCM BOCES to make deductions for unit dues shall have such deductions taken from paychecks commencing in September of each year. The unit shall notify OCM BOCES of the amounts to be deducted.
- 5.3 The OCM BOCES will provide for direct deposit of paychecks for unit members.
- 5.4 An employee may withdraw authorization for contributions outlined above at any time by written notice to the OCM BOCES personnel office at least fifteen (15) days prior to the affected payroll date.

ARTICLE 6
FLEXIBLE SPENDING ACCOUNT

- 6.1 Payroll deductions for a Flexible Spending Account under IRC §125 selected by OCM BOCES will be available to members of the unit who authorize such deductions in writing. Such plan shall include a premium payment account, unreimbursed medical expenses account, and dependent care expense account.

ARTICLE 7
HEALTH INSURANCE

- 7.1 The Board agrees to contribute towards the cost of health insurance one-hundred (100%) percent of the cost for employee benefits and one hundred (100%) percent of the cost of dependents' benefits. Except as herein stated, the extent of coverage will not be reduced during the term of the Agreement. The Blue Cross/Blue Shield Prescription Co-Pay shall be one (\$1) dollar for generic prescription drugs, five (\$5) dollars for non-generic prescription drugs, and prescription mail order drugs will have a zero (\$0) co-pay. The major medical lifetime maximum shall be two (2) million dollars.
- 7.2 The OCM BOCES contribution towards the cost of coverage under an HMO will be limited to the dollar contribution by OCM BOCES to the premium rates for the non-HMO Plan.
- 7.3 Employee Eligibility
- 7.3.1 To be eligible for health insurance coverage, an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued at the same rate of contribution if (s)he continues employment.
- 7.3.2 Employees who are married to each other may not enroll for an individual and family or two (2) family coverages. Employees who are married to each other may each enroll for individual coverage or one employee may enroll for family coverage only. This enrollment restriction shall be effective at such time as the flexible spending plan is operational.
- 7.4 Dependent Eligibility
- 7.4.1 The following types of dependents are eligible for coverage under your enrollment:
- Your spouse (a legally separated spouse is eligible for coverage under the Program but a former spouse is not);
 - Your unmarried children under 19 years of age;
 - Your unmarried children 19 years of age or older but under 25 who receive more than half of their support from you and who are full-time students at a secondary or preparatory school or college or other accredited educational institution. Time

spent in military service, not to exceed four (4) years, may be deducted from the dependent's age for the purpose of establishing for coverage.

A dependent child whose 19th birthday occurs during the school vacation period will continue to be covered under the Program, provided the child is enrolled in a school and it is anticipated the child will resume full-time student status at the end of the vacation period. In the event a dependent student is disabled and is granted a medical leave by the school (s)he is attending, coverage will be continued for a maximum of twelve (12) calendar months following the month in which the child withdraws from school plus the time between the end of that period and the beginning of the next regular semester.

-Your unmarried child 19 years of age or older who is incapable of self-support by reason of mental or physical disability and who became so incapable before reaching age 19.

The eligibility of such a dependent should be established as early as possible.

This should be done at the time of your initial enrollment if the child is age 19 when you first enroll in the Program, eligibility for continued coverage should be established at the time of the child's 19th birthday.

7.4.2 In this Program, the term "child" or "children" includes:

-An employee's own child or legally adopted child, regardless of the child's place of residence or the degree of support provided;

-Any stepchild of the employee who permanently resides in the employee's home;

-Any other child supported by the employee or the spouse of the employee and permanently residing in the employee's home, provided the support and residence began before the child reached age 19.

-Residence of a temporary nature, as in the case of an exchange student, does not qualify a dependent for coverage.

-If no blood relationship (e.g., grandchild) or legal relationship (e.g., legal guardian) exists, the dependent is not eligible unless the employee or the spouse of the employee provides at least 50% of the dependent's support. Where there is a blood relationship or legal relationship, permanent residence and some degree of support (although not necessarily 50%) are sufficient to establish eligibility.

7.4.3 An employee's parents are not eligible for coverage even though they may qualify as dependents for income tax purposes.

7.5 Effective Dates of Coverage

If an employee applies within thirty-one (31) days of date of employment, coverage will begin on the first day of the month coinciding with, or following, the date of employment.

If an employee does not apply within thirty-one (31) days after date of employment, coverage can begin no earlier than the first day of the third month following receipt of application.

7.6 Enrollment Changes

7.6.1 If an employee applies for Family coverage within thirty-one (31) days of the effective date of his/her Individual coverage or the date(s) he first acquires an eligible dependent, then family coverage will become effective on the first day of the month following his/her request for Family coverage. If an employee applies after this thirty-one (31) day period, coverage for his/her dependents will not begin until the first day of the third month following the request.

7.6.2 If an employee applies in advance, arrangements can be made to begin coverage on his/her date of marriage or the date (s)he acquires an eligible dependent child.

7.6.3 An employee may request a change from Family coverage to Individual coverage at any time if (s)he:

-No longer has dependents eligible for coverage.

-No longer wishes to provide coverage for his/her dependents even though (s)he is still eligible (In this case, if an employee re-enrolls for Family coverage at a later date, coverage for his/her dependents will be deferred until the first day of the third month following the month of reapplication).

7.7 Leave Without Pay

Coverage may be continued while on an approved leave of absence without pay as long as the employee pays the total applicable premium cost at the group rate.

7.8 Waiver of Premium for Disability

7.8.1 A waiver of premium for a period up to three (3) months in duration may be granted to an employee who is totally disabled while on authorized leave without pay.

7.8.2 In order to be eligible for such a waiver, the employee must meet all of the following conditions:

a. (S)he must be totally disabled as a result of sickness or injury and have been continuously so disabled for at least three (3) months.

b. The employee must be on authorized leave without pay.

c. (S)he must have kept coverage in effect during the period s(he) has been off the payroll.

7.9 Layoff and Preferred List

An employee whose services have been terminated due to the abolition of his/her job may continue coverage in accordance with the provisions of COBRA. During the first three (3) months of continuance, the premium shall be shared in the same manner as for active employees. During the remaining period of continuance, the enrollee is required to pay the total applicable premium cost (individual or family).

7.10 Retirement – Service Retirement

An enrolled employee is eligible to continue coverage after retirement if (s)he has completed ten (10) years of service with OCM BOCES, and is either qualified for retirement as a member of a retirement system or is at least 55 years of age, and enrolled in the program at the time of retirement. OCM BOCES will pay one hundred (100%) percent of the premium for individual coverage and seventy-five (75%) percent of the premium for dependent coverage.

An employee who is eligible for OCM BOCES group health insurance coverage into retirement who does not elect such coverage at the time of retirement may, at a later date, enroll in the OCM BOCES group health insurance plan provided application for coverage is received within 30 days of having otherwise been continuously covered under the group plan.

7.11 Retirement – Disability Retirement

If you are granted an accidental disability retirement, you may continue your health insurance coverage regardless of your age or length of service. OCM BOCES will pay one hundred (100%) percent of the premium for individual coverage and seventy five (75%) percent of the premium for dependent coverage.

An employee granted an ordinary disability retirement may continue coverage regardless of age, if the employee has the number of years of OCM BOCES service required to continue coverage after retirement. OCM BOCES will pay one hundred (100%) percent of the premium for individual coverage and seventy-five (75%) percent of the premium for dependent coverage.

7.12 Vested Status

An employee who is eligible to vest his/her retirement and who has ten (10) years of OCM BOCES service and who is either age 50 or within five (5) years of retirement under either the New York State Teachers' Retirement System or the New York State Employees' Retirement System who terminates employment may continue in the group insurance provided full payment of the premium is made.

To continue coverage as a vestee, enrollee must pay the full cost of the coverage. When the enrollee is eligible to receive a retirement allowance, the enrollee will be required to pay only the enrollee's share of the cost. To be eligible to continue coverage as a retiree, the

enrollee must have been enrolled during the entire time (s)he was in vested status. Any interruption of coverage because of failure to remit payments for the full cost of coverage will disqualify the enrollee from continuation of coverage in retirement.

7.13 Death of Enrollee – Survivor Coverage

Coverage will continue for three (3) months without cost to the presently enrolled and covered dependent(s). If the deceased employee had ten (10) years of OCM BOCES service, the surviving dependent(s) can continue in the group by paying the full premium. If the deceased employee had less than ten (10) years of OCM BOCES service and death was due to a work related accident, the surviving dependent(s) can continue in the group by paying the full premium.

7.14 Termination of Coverage Upon Termination of Employment

When an employee ceases to be employed, coverage will end on this the last day of the month in which your employment ends.

7.15 Medicare Reimbursement

The OCM BOCES will continue to reimburse the cost of Medicare Part B for those enrollees who were employed prior to April 1, 1983. Enrollees employed on or after April 1, 1983 will be responsible for the cost of Medicare Part B.

ARTICLE 8 DENTAL INSURANCE

8.1 Bargaining unit employees may participate in the group dental insurance program. The OCM BOCES shall contribute up to two hundred twenty five (\$225) dollars for each participating member for individual coverage or up to two hundred seventy five (\$275) dollars for family coverage.

8.2 To be eligible for dental insurance coverage, an employee must have been hired on a salaried basis for a minimum of fifty (50%) percent of a regularly scheduled work week for an anticipated period of employment of at least three (3) months. A unit employee who is involuntarily reduced below the 50% threshold eligibility shall have his/her insurance continued as the same rate of contribution if s(he) continues employment.

8.2.1 Initial Enrollment – Effective Date of Coverage

The effective date of coverage for either individual or family coverage for a new employee will be established in one (1) of the following ways:

1. If the employee applies for coverage within thirty-one (31) days from the date of employment (Initial Open Enrollment Period), coverage will begin on the first day of the month coinciding with, or following, the date of employment.

2. If the employee fails to apply for coverage during the Initial Open Enrollment Period, the employee may thereafter apply for coverage during the Annual Open

Enrollment Period which is March of each year for coverage to be effective April 1 of that year.

8.2.2 Enrollment Changes – Effective Date of Coverage

If an employee, who is insured for Individual Coverage, applies for Family Coverage within thirty-one (31) days from first acquiring dependents, family coverage will begin on the first (1st) day of the month following the date of application for family coverage.

If an employee fails to apply for family coverage within thirty-one (31) days from first acquiring dependents, the employee may thereafter apply for coverage during the Annual Open Enrollment Period.

An employee may request a change from Family Coverage to Individual Coverage at any time if the employee:

1. no longer has dependents eligible for coverage.
2. no longer wishes to provide coverage for dependents even though they are still eligible. In this case, the employee may only re-enroll for family coverage during the Annual Open Enrollment Period.

An employee may cancel dental insurance at any time to be effective at the end of the month in which the insurance is canceled. In this case, the employee may re-enroll for dental insurance only during the Annual Open Enrollment Period.

8.2.3 Termination of Coverage Upon Termination of Employment

When an employee ceases to be employed, dental insurance coverage will end on the last day of the month in which employment ends.

ARTICLE 9 MILEAGE REIMBURSEMENT

- 9.1 Use of personal vehicles for OCM BOCES business shall be reimbursed at the Internal Revenue Service guideline in cents per mile for the duration of this Agreement. Any change in the rate for mileage reimbursement shall become effective on July 1 following the announced change.

ARTICLE 10 PERSONNEL FILES

- 10.1 OCM BOCES will maintain a personnel file for each unit member. This file will be located in OCM BOCES central offices and will be maintained in the following manner:
- 10.2 Each unit member will be evaluated at least one time per year by his or her supervisor.
- 10.3 Each unit member's personnel file will be available for his/her perusal by appointment. It

will be the unit member's prerogative to have a representative present during the viewing of the file. The review shall be conducted in the presence of an appropriate OCM BOCES official or his/her designee.

- 10.4 Unit members shall have the right to copy the contents of their personnel file.
- 10.5 A unit member shall have the right to answer, in writing, any complaint or derogatory material in his/her file. The answer is due within ten (10) working days after the unit member first sees such complaint or derogatory material. The written response shall be reviewed by the District Superintendent or his/her designee and attached to the complaint within ten (10) working days.
- 10.6 All documents that are evaluative or disciplinary in nature, before being placed in the unit member's personnel file, will be copied to the unit member who will sign and date a receipt of verification.

ARTICLE 11 SICK LEAVE

- 11.1 A maximum of twelve (12), thirteen (13), or fourteen (14) days absence from service normally provided shall be available annually without loss of remuneration to each ten (10), eleven (11) or twelve (12) month employee, respectively, provided such absences are due to personal illness or disability, or for employee medical/dental appointments. The daily gross rate of sick leave pay will be equal to the regular daily rate of pay earned during the school year in which such absences occur.
- 11.2 On the effective date of employment, an employee's personal sick leave credit for his/her first fiscal year of employment will be prorated from his/her effective date of employment through June 30. Credit will be based on the number of full months of anticipated active employment during first year. Thereafter, personal sick leave credit will be credited on July 1 of each succeeding fiscal year based on the number of full months of anticipated active employment in each year.
- 11.3 An employee who commences an unpaid leave of absence will have his/her personal sick leave credit prorated to reflect full months of active employment preceding the commencement of the unpaid leave of absence. Personal sick leave credit will also be prorated for employees who return from an unpaid leave of absence based on the number of full months of employment remaining in the fiscal year in which the employee returns.
- 11.4 Salary authorization for payment in accordance with the provision of this section shall be paid to the unit member in the same manner and at the same time said employee would have received salary payment if actually engaged in the performance of assigned duties.
- 11.5 Unused personal sick leave shall be cumulative to a maximum of 250 days. Upon reaching the maximum accumulation an employee may first draw on the new fiscal year's annual entitlement before drawing on the accumulated days. The annual entitlement above the maximum will not accrue from year to year.
- 11.6 A signed doctor's certificate may be required to verify sick leave of employees absent and

fitness to return to work upon request of the District Superintendent or his/her designee.

- 11.7 It shall be the responsibility of the employee to promptly report all absences together with reasons therefore through their program supervisor. Any person entering service with this Board from another school district shall receive credit for one-half of the sick leave accumulated with 250 days serving as a limit for such credit. The sick leave credit shall be transferred only from the one school district, which employed the person immediately prior to his/her entering service with this Board.
- 11.8 In the event an employee exhausts his/her accumulated sick leave, additional sick leave days may be allowed upon the recommendation of the Superintendent and approved of the Board of Education.
- 11.9 Upon retirement, pursuant to eligibility provisions of the Retirement System, an employee enrolled in the NYSERS may convert all unused sick leave accumulation that is not utilized under Section 41-j of the Employees' Retirement System to a cash stipend at the rate of \$30 per day.
- 11.10 Upon retirement, pursuant to eligibility provisions of the Retirement System, an employee enrolled in the NYSTRS shall be granted a retirement award for each day of accumulated sick leave remaining to the credit of the employee on the last day of the employee's employment with OCM BOCES. In order to be eligible for the retirement award, the employee must have served for at least fifteen years in the OCM BOCES or its predecessor. The employee must give four (4) month's notice prior to his/her retirement. In the event of a disability retirement, the four (4) month notice period shall be waived. The retirement award shall be calculated according to the following rate:
- | | |
|-----------------|--------------|
| 0 to 50 days | \$16 per day |
| 51 to 100 days | \$20 per day |
| 101 to 150 days | \$24 per day |
| 151+ days | \$28 per day |
- 11.11 Upon severance from OCM BOCES, except for other than disciplinary reasons or retirement, employees who have completed fifteen (15) years of service will receive fifteen (\$15) dollars per day for forty (40%) percent of their unused and accumulated sick leave days. Payment of the stipend will be made within forty-five (45) days of resignation. This provision is not applicable to employees entitled to the retirement provisions in numbers 11.9 and 11.10 above.

ARTICLE 12 EXTENDED LEAVE

- 12.1 Extended leaves may be granted for reasons of health, study, professional internship, the assumption of family duties, child rearing, and other similar matters. All requests for extended leave will be submitted to the Superintendent in writing for review and recommendation. The Superintendent will present his/her recommendation to OCM BOCES for final consideration. The following stipulations shall govern all extended leaves:
- 12.1.1 The period of such leave shall not exceed one (1) year unless mutually agreeable.

- 12.1.2 Salary and fringe benefits will be discontinued during the period for which the leave may be granted.
- 12.1.3 The Superintendent must be notified in writing by the unit member ninety (90) days in advance of the expiration of leave regarding the unit member's intent to return to the OCM BOCES. The Superintendent may modify such notification in emergency situations.
- 12.1.4 While on leave, the unit member shall have the option to remain an active participant in the benefit programs of OCM BOCES, by contributing the full cost of the premiums.
- 12.1.5 The beginning and ending dates will be determined mutually by the unit member and the Superintendent or his/her designee.
- 12.2 An employee who is pregnant may continue active employment as late into pregnancy as she desires, provided she is capable of performing her duties. Following delivery the employee must have her physician indicate in writing that she is capable of returning to duty. Sick leave benefits may be used in the event the unit member is not able to perform her duties by reason of disability. OCM BOCES may attempt to verify the findings of the unit member's physician by hiring a physician of its choice and its expense.
- 12.3 A unit member, upon written request, may be granted a leave of absence for a period of up to two (2) years (one (1) year for classified civil service employees) for the birth or adoption of a child. Reasonable notice shall be given by the unit member.
- 12.4 Requests for child bearing/child rearing leave must be submitted in writing at least one month prior to the anticipated birth date of the child, or as soon as possible in cases of adoption.

ARTICLE 13 PERSONAL LEAVES

- 13.1 At the beginning of the year, unit members shall be credited with three (3) personal leave days for the purpose of conducting personal business that cannot be scheduled outside of working hours. Any unused personal leave shall be added to unused sick leave.
- 13.2 Up to four (4) days of leave per occurrence, up to a maximum of ten (10) days per year, are provided for the death of an immediate family member.
- 13.3 Unit members unable to perform their duties due to quarantine shall present a certificate issued by an attending physician or local health officer establishing the necessity thereof. Unit members under quarantine shall be granted leave with pay and no charge shall be made against sick or other leave benefits. Prior to return to duty a medical certification may be required.
- 13.4 Family illness leave credits, not to exceed five (5) days per annum may be used for medical/dental appointments for the unit member's immediate family, or for verified

serious illness in the unit member's immediate family requiring attendance and care by the unit member. If necessary, an additional five (5) days of sick leave may be used for family leave. Unused family leave days shall be added to unused sick leave accumulation.

- 13.5 Immediate family shall include spouse, child, stepchild, parent, parent-in-law, sibling, sibling-in-law, grandparents, grandchildren, foster children or other relatives of the unit member's household.

ARTICLE 14 VACATION

- 14.1 Twelve-month, full-time administrators with at least five years service at OCM BOCES will earn paid vacation at the rate of 5/3 days for each full month of employment (20 days per year).
- 14.2 Earned vacation is credited on July 1 of each succeeding fiscal year.
- 14.3 An employee whose initial effective date of employment is other than July 1 will begin earning vacation at the start of the next succeeding month. Total vacation time earned will be rounded to the nearest whole day.
- 14.4 Vacation time must be used within eighteen months following the year in which it is credited. No more than twenty days of vacation may be taken at one time.
- 14.5 Request for vacation must be filed with the immediate supervisor prior to the vacation date.
- 14.6 Upon termination, vacation time is not credited for a partial month worked immediately prior to termination. The last full month worked will be the last month for which vacation time is credited.
- 14.7 Employees resigning prior to providing six months of service will not be compensated for any vacation time.
- 14.8 Vacation pay is based on the employee's salary rate at the time of termination.

ARTICLE 15 HOLIDAYS

- 15.1 In addition to the days of annual vacation entitlement, OCM BOCES will provide thirteen (13) paid holidays for the 12 month unit members working an office calendar. Unit members working an office calendar of less than 12 months will observe holidays falling within their work year.

A new hire will be eligible for the floating holiday (if included in the office holiday schedule) provided the employee's effective date of employment is on or before January 1 of the fiscal year in which employed.

- 15.2 To be eligible for holiday pay, an employee must have been on a paid status the full scheduled workday immediately preceding and following the holiday.

ARTICLE 16 GRIEVANCE PROCEDURE

16.1 DECLARATION OF PURPOSE

- 16.1.1 It is the policy of the District and the Association that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedents in a later grievance.

16.2 DEFINITIONS

- 16.2.1 A grievance shall be described as an alleged violation, misinterpretation or misapplication of this Agreement.
- 16.2.2 An employee is any unit member in the unit covered by this Agreement.
- 16.2.3 An aggrieved party is the employee or a group of employees who submit a grievance. Each employee involved in a grievance as an aggrieved party must sign the grievance form provided by the OCM BOCES.

16.3 SUBMISSION OF GRIEVANCES

- 16.3.1 Before submission of a written grievance, the aggrieved party must attempt to resolve it informally, and in doing so shall give notice that a grievance is being raised.
- 16.3.2 Each grievance shall be submitted in writing on a form provided by the OCM BOCES and shall identify the aggrieved party, the provision(s) of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
- 16.3.3 A grievance shall be deemed waived unless it is submitted in writing within twenty (20) work days after the aggrieved party knew or should have known of the events or conditions on which the grievance is based.
- 16.3.4 An employee having a grievance shall submit it to the Superintendent.

16.4 GRIEVANCE PROCEDURE

16.4.1 SUPERINTENDENT

16.4.1.1 The Superintendent or his/her designated representative shall, upon request, confer with the aggrieved party with respect to the grievance and shall deliver to the aggrieved party, a written statement of his/her position with respect to it no later than fourteen (14) work days after it is received by him/her.

16.5. ARBITRATION

16.5.1 In the event the Association is not satisfied with the response to a grievance, it may within fifteen (15) working days after receiving that statement, refer the grievance to arbitration by requesting that the American Arbitration Association propose the names of seven (7) arbitrators. A copy of such request shall be forwarded to the Superintendent.

16.5.2 Upon receipt of the name of the proposed arbitrators, a designee of the Superintendent and the Association shall strike names from the list until one ultimately is designated as the arbitrator.

16.5.3 The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions concerning the issues submitted. The arbitrator will be without power of authority to make any decision which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from, the provisions of this Agreement.

16.5.4 The decision of the arbitrator shall be binding upon both parties.

16.5.5 The cost of the services of the arbitrator will be borne equally by the OCM BOCES and the unit.

ARTICLE 17 SALARY

17.1 Each member of the bargaining unit returning for the 2001-2002 school year shall receive a salary increase of 4% of the prior year's salary.

17.2 Each member of the bargaining unit returning for the 2002-2003 school year shall receive a salary increase of 3.75% of the prior year's salary.

17.3 Each member of the bargaining unit returning for the 2003-2004 school year shall receive a salary increase of 3.5% of the prior year's salary.

17.4 Salary is defined as contract salary exclusive of stipends provided for under the other articles of this Agreement.

ARTICLE 18 ADULT EDUCATION COURSES

18.1 Unit members will be allowed to take OCM BOCES adult education courses free of

charge where there are available openings in such courses.

ARTICLE 19
JURY DUTY AND COURT ATTENDANCE LEAVE

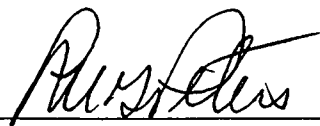
- 19.1 On submission of written proof of the necessity of jury service or attendance at court pursuant to subpoena or other court order, but not as a party to litigation involved, an employee shall be granted a leave of absence with pay for such purpose providing any remuneration received for such service by the court be reimbursed to the Board. Expense allowances received in connection with such duty shall not be considered remuneration.

ARTICLE 20
WORKSHOP AND CONFERENCE ATTENDANCE

- 20.1 OCM BOCES will reimburse employees for reasonable expenses incurred for attendance at approved work-related workshops, conferences and seminars to include fees, meals, lodging, and transportation (provided an OCM BOCES vehicle is not available).
- 20.2 Advance approval for such attendance and expense reimbursement must be obtained from the Superintendent whose decision shall be final. The Superintendent may also approve such attendance without pay or expense reimbursement.
- 20.3 A written report of the conference, seminar, etc., must be submitted to the Superintendent if requested.


ARTICLE 21
STATEMENT OF DURATION

- 21.1. This agreement shall be in full force and effect as of July 1, 2001 through June 30, 2004 except as otherwise noted.



Superintendent

4/9/02
Dated



President, Mid-Level Administrators
OCM BOCES

4/11/02
Dated