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Contract Database Metadata Elements

Title: **Broome-Delaware-Tioga Counties Board of Cooperative Educational Services (BOCES) District and Board of Cooperative Educational Services (BOCES) Association of Continuing Education (2003)**

Employer Name: **Broome-Delaware-Tioga Counties Board of Cooperative Educational Services (BOCES) District**

Union: **Board of Cooperative Educational Services (BOCES) Association of Continuing Education**

Local:

Effective Date: **07/01/03**

Expiration Date: **06/30/07**

PERB ID Number: **6594**

Unit Size: **39**

Number of Pages: **20**

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Agreement Between
The Association of Continuing Education
and the District Superintendent
Of the Board of Cooperative Educational Services
Sole Supervisory District
Of Broome, Delaware, and Tioga Counties
In the State of New York

July 1, 2003 - June 30, 2007

RECEIVED

JUN 07 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

39

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AGREEMENT

This agreement, by and between the District Superintendent of the Board of Cooperative Educational Services of Broome, Delaware and Tioga Counties in the State of New York, hereinafter referred to as Superintendent, and the BOCES Association of Continuing Education, hereinafter referred to as the Association, witnesseth that the parties mutually follows:

ARTICLE I RECOGNITION

The Board of Cooperative Educational Services, through the Superintendent, being satisfied that the Association in fact represents the employees as defined in Appendix A and recognizes the Association as the sole and exclusive negotiating agent for all members of said unit.

Excluded are those employees currently represented by another bargaining unit, as well as administrative, confidential and managerial employees.

ARTICLE II DUES DEDUCTION

A. BOCES agrees to the deduction of dues for all bargaining unit members upon presentation of dues deduction cards processed and presented to the payroll office by ACE, and to transmit collections promptly to the ACE. Such deductions shall be made in the following manner:

1. The total annual membership dues for the bargaining unit members shall be continuous from a date set by ACE provided that the business office of the district has received such authorization from the association two (2) weeks prior to this pay period.
2. Any employee may withdraw his/her authorization upon written notice to the payroll office in September only. At that time, Section B (Agency Shop Fee) will be implemented.
3. Notice of discontinuance shall be forwarded to the Association within fifteen (15) days of cessation of service.
4. Funds withheld each pay period will be forwarded to ACE following each dues deduction period with a letter of transmittal indicating the name of the member and the amount withheld. The fifth such payment will provide a summary list of all members on payroll deductions and the total fees paid.

B. Agency Shop Fee Deduction

BOCES agrees to deduct from the wages of all employees in the negotiating unit, who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the Association and to promptly transmit the sums so deducted to the Association. Such deductions shall commence with the second paycheck in October. Deduction of this agency fee shall be made consistent with the dues deduction schedule of Section A of this article or in such other manner as the parties may agree to in writing.

The Association has established a refund procedure as required by Section 208 (3) (b) of the Civil Service Law.

- C. BOCES agrees to provide the Association with an alphabetical listing of the names of the employees from whose salary such fees have been deducted. Deductions for unit employees who are hired after October 1, of any school year shall be appropriately prorated.
- D. BOCES and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this article.
- E. ACE will provide BOCES with legal counsel for any litigation that arises as a result of the Agency Fee language contained in Article II of the Agreement.

ARTICLE III PAYROLL DEDUCTIONS

Deductions to be sent to the following entities will be taken from the payroll checks of unit members that provide written authorization:

1. Credit Unions (Visions & BCT)
2. United Way
3. BSB Bank and Trust, M&T
4. US Saving Bonds
5. Tax Sheltered Annuities
6. IRS 125 Flexible Benefit Plan
7. VOTE/COPE
8. Other deductions as requested by the member and approved by the Association and the Board.

ARTICLE IV COPY OF THE AGREEMENT

The BOCES shall provide a copy of the Agreement to every person represented by the Association.

ARTICLE V NO STRIKE CLAUSE

The Association affirms that it does not assert the right to strike against the Board of Cooperative Educational Services and shall not cause, instigate, encourage, or actively support a strike.

ARTICLE VI INFORMATION PERTINENT TO COLLECTIVE BARGAINING

The Association may, upon request, seek from the District Superintendent, as Chief Executive Officer, items of a nonconfidential nature, pertinent in collective bargaining or in conducting business between the parties.

ARTICLE VII IMPLEMENTATION

ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS, THEREFORE, SHOULD NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE VIII NO REPRISALS

There will be no reprisals of any kind taken against any staff member by reason of his or her membership in the Association or participation in any of its legal activities.

ARTICLE IX SAVINGS CLAUSE

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

ARTICLE X FACULTY MEETING

Instructional & Instructional support staff will be available for announced faculty meetings. Faculty meetings will generally be convened after school hours. Staff members who miss faculty meetings are responsible for the information provided to those who were able to attend.

ARTICLE XI DEFINITION OF FULL AND PART-TIME EMPLOYMENT

Full-Time employees work 30 or more hours each week, in regular positions for ten or more months each year.

Regular part-time employees work 12 to 29 hours each week, in regular positions for ten or more months each year.

Salary and Benefits will be prorated accordingly.

ARTICLE XII JOB SECURITY/SENIORITY

BOCES reserves the right to assign work to the most qualified individual(s). In the event that two or more individuals are equally qualified, work will be offered first to full-time staff with the most seniority to the least seniority, and then to part-time staff with the most seniority to the least seniority.

In the event of program and/or budget cuts, every effort will be made to maintain full-time members' full-time status.

ARTICLE XIII NEWLY CREATED POSITIONS

Bargaining unit members, where qualified, who apply, shall be given preference over outside applicants for any newly created positions within the Continuing Education Division.

In the event of short term or intermittent positions in the Division of Continuing Education, any member who has filled a similar assignment shall be given preference for that position.

ARTICLE XIV ABSENCES AND LEAVES

A. Eligibility

All absences and leave benefits apply only to those bargaining unit members who are full-time or regular part-time employees, as defined in Article IX. Leave benefits shall be prorated, as defined in Article XI.

All leaves will be available at the beginning of the fiscal year or at the beginning of employment with the anticipation that employee works the full fiscal year.

B. Vacation for all Full Time Bargaining Unit Members hired prior to 7/1/2000

Full-time members of the bargaining unit will receive:

20.0 days for 12 month members (earned at rate of 1.67 days/month);
17.5 days for 11 month members (earned at rate of 1.60 days/month);
16.0 days for 10 month members (earned at rate of 1.60 days/month).

At the end of the fifth fiscal year of service, members receiving vacation leave shall receive one (1) extra day of vacation per year in the sixth through tenth years up to a maximum of five (5) additional days of vacation. The end of the fifth fiscal year of service is defined as June 30 of the year in which the employee has completed five years of credited service. Years of service need not be consecutive.

For a year of credited service bargaining unit members must work more than one half the available work year (132 days for a 12 month employee and 109 days for a 10 month employee) in any fiscal year.

Employees may carry over a maximum of seven (7) days, nonaccumulative, annually.

In the event of an active member's death, the value of any unused vacation and/or sick days will be paid to his or her estate.

All full-time Bargaining Unit Members hired July 1, 2000 or after

All full-time Bargaining Unit Members hired July 1, 2000 or after will be eligible for a prorated number of vacation days. A maximum of 5 vacation days for their first year of service.

During the 2nd fiscal year of continuous service employees hired July 1, 2000 or after will be eligible for a maximum of **10 vacation days**.

During the 3rd thru 12th fiscal year employees hired July 1, 2000 or after will be eligible for one (1) additional day of vacation per year of continuous service. A maximum of 20 vacation days in the 12th fiscal year (and succeeding years)

C. Sick Leave

One and one quarter days per full calendar month worked

Definition - Sick leave is an absence from work necessitated by illness on the part of an employee or a member of an employee's immediate family (Article X section E).

Up to seven (7) days of employee's accumulated sick leave time may be applied to family illness in one year.

Evidence--A supervisor may require a physician's statement evidencing the illness after three (3) consecutive days of sick leave.

Accumulation--Sick leave may accumulate to a maximum of 225 days.

Regular part time members who work 24 -29 hours per week -

- ◆ Sick - one half day per full calendar month worked.

D. Personal Leave

- ◆ Personal - 4.00 days for 12-month members (.34 days/month);
3.75 days for 11 month members (.34 days/month);
3.50 days for 10 month members (.35 days/month).

Definition--Personal leave is defined as: required attendance in court; attendance at a child's school function; attendance at a funeral of a relative not in the immediate family (as defined in Article X. Section E.); or personal presence at a business organization or professional's office that cannot be accommodated other than during the regular working day, including medical appointments for immediate family members.

One day of personal leave may be taken without giving a reason.

Evidence--Reasons for use of personal leave must accompany each request. Except in unusual situations, personal leave must be requested at least three (3) days prior to the date of the leave.

Personal profit, recreation, or mere personal convenience are not considered a basis for personal leave.

Personal leave may not be taken on days immediately before or after a holiday.

Unused personal leave will be credited to accumulated sick leave.

E. Emergency Leave

Emergency - five (5) days annually, non accumulating.

Emergency leave is defined as absence associated with death or critical illness in an employee's immediate family. Immediate family shall mean a parent, stepparent, parent-in-law, child, step child, spouse, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, son-in-law, daughter-in-law, grandparent, grandchild or person living in the same household.

F. Extended Leaves of Absence

A bargaining unit member may request of the Board an extended leave for any purpose or duration, with or without salary.

Bargaining unit members shall notify the Superintendent, in writing, of intent to take parental leave ninety (90) days prior to the date sick leave is expected to begin.

A bargaining unit member who returns from leave in time to complete more than one half of the available workdays (132 days for a 12 month employee and 109 days for a 10 month employee) will receive salary and/or benefit adjustments in the next fiscal year as provided for by this agreement.

G. Duty-Free Assignment

Students will not attend classes from December 26 through December 31. Full-time Instructional bargaining unit members may choose to do work related to their regular teaching assignments or take vacation time provided that such vacation time has been earned.

ARTICLE XV SICK LEAVE BANK

A. Definition

The purpose of the Sick Leave Bank is to protect against catastrophic or long-term illness or injury. Catastrophic or long-term illness is considered to be life threatening, or something which results in some form of permanent impairment, or illness or injury that causes a person to be away from work for an extended period of time, that is at least twenty (20) work days.

B. Eligibility to Participate

1. Members of ACE who wish to participate in the Sick Leave Bank must contribute a minimum of one (1) sick leave day per year, not later than September 10 of each school year, (July 1 - June 30). New employees, hired after September 10 may indicate their desire to participate in the Sick Leave Bank at the time they are hired.
 - a. Effective July 1, 1997 members who have contributed a minimum of ten (10) sick days to the Bank will have the option of suspending their contributions until the bank's total number of day's drops below 400. Said option will be exercised by notifying Personnel in writing no later than September 10 of the school year.
 - b. Should the Bank's number of days drop below 400, Personnel will notify the Association President, who will in turn notify members that they must resume contributions to the Bank.
 - c. Other members will continue to contribute one (1) or more days annually until they have contributed a minimum total of ten (10) days.

- d. Members other than new employees may join the Sick Leave Bank any September; however, they are not eligible to access the Bank until they have met the minimum contribution of ten (10) days.
2. A member may voluntarily withdraw from the Sick Leave Bank by written notification Personnel. However, he/she forfeits any sick leave he/she has contributed to the Bank. If a member wishes to re-enroll, he or she will be considered a new member.
3. The Association's President will receive a list of participants not later than December 1 of each year.
4. ACE members who elect not to contribute to the Sick Leave Bank will not be eligible for leave extension described in this Article.

C. Eligibility to access Sick Leave Bank

Qualified members may apply to the Sick Leave Bank for extension of sick leave if they meet the following minimum requirements:

1. The member must have had ten (10) days of accumulated sick leave when the leave first commenced.
2. A member must exhaust his/her sick leave before accessing the sick bank.
3. If qualified, a member will be eligible for an extension of sick leave equal to the number of his or her accumulated sick leave days at the commencement of the leave.
4. Medical certification of inability to resume duties must be provided if requested by the Superintendent.
5. Only one (1) request per person for sick leave extension may be made during the School year (July 1-June 30).
6. If a member's illness crosses into a new fiscal year, he/she must make a request to access the bank on an annual basis; however, he/she is still entitled to sick leave equal to the number of accumulated days at the commencement of the leave.

D. Application

1. Members must submit an application to use the Sick Bank to the Association President.
2. The Sick Leave Bank Committee shall be composed of four members, two (2) selected by the association President and two (2) selected by the BOCES Superintendent. The committee shall review and consider requests for use of the bank. The decision of the committee shall be final and not subject to grievance. Decisions for approval made by the committee are to be a majority.

ARTICLE XVI WORK CONDITIONS -

The work day is generally defined as 8 hours per day, including ½ hour lunch, five (5) days per week for coordinators and all non-instructional and non-instructional support personnel.

The work day for instructional and instructional support personnel is defined as 7 ½ hours per day, including ½ hour lunch.

Each program coordinator will determine the work schedule, start/stop time, for his/her staff. Bargaining unit members may modify their work schedule by one half hour flex time on any given day provided it does not interfere with work related responsibilities and provided that advance approval is given by the supervisor.

Instructional and instructional support members of the bargaining unit may be dismissed from work on Fridays, and on days before holidays, one half hour earlier than their regular dismissal time but not earlier than five minutes after class dismissal, provided preparation for the following week is complete.

Job Descriptions will be reviewed annually with members of the bargaining unit. As new assignments are made, work priorities will be reviewed with individual employees.

ARTICLE XVII HEALTH INSURANCE

A. Eligibility

BOCES will contribute to the cost of health/dental insurance for full time members, as defined in Article 9A, of the bargaining unit. Part-time members of the bargaining unit may access health/dental insurance at their own expense.

B. Rate of Contribution

BOCES will provide the Blue Cross/Blue Shield Select Blue Region-Wide Health Plan (Option 2) at the rate of 95% Individual and 85% Family rates. Any changes in the carrier or coverage shall be negotiated. Said coverage includes the old state-wide guarantees for disabled employees (up to 2 years coverage), retired employees at a 50/35 participation rate (exclusive of those retirees that accept employment wherein they have equal or better coverage). Any retiree who is currently eligible for a 50/35 Board participation in his/her health insurance premium and who elects the two-person plan, the Board contribution will be 65% of the individual component of the premium and 35% of the dependent component of the premium. In the event of the retiree predeceasing a dependent spouse, the spouse will enjoy a 65% contribution to an individual health plan, provided that the surviving spouse does not remarry or become eligible for a health plan that provides equal or better benefits (Medicare excluded). Eligible retirees who opt for a Family Plan will continue to receive a 50/35 contribution from the District. In this case, upon the retiree's death, the District would contribute up to 65% of the cost of the surviving spouse's individual plan only, with the same limitations, as above, regarding remarriage and other coverage eligibility.

C. Dental

BOCES will provide the Blue Shield Dental Program of Central New York, Schedule B, including Basic, Supplemental Basic, Periodontics, Prosthetics and Orthodontics at the 95% individual, 85% family rate participation.

D. Retirees Dental

Retired Bargaining Unit members will have the option to stay in the dental insurance group provided they pay 100% of the total premium by the first day of each month.

E. Prescriptions

The District will provide a prescription card program through Blue Cross/Blue Shield. Effective April 1, 2004: \$0.00 co-pay for mail order prescriptions or \$0 co-pay for Tier I drugs, \$10 co-pay for Tier II drugs, \$25 co-pay for Tier III drugs, with a Board contribution of 95% individual and 85% family.

F. Major Medical Deductions

Beginning July 1, 2004 major medical deductibles will be: \$100 for individual health insurance and \$300 for family health insurance.

G. Employee Assistance Program

The BOCES shall provide an Employee Assistance program.

H. Flex Spending

BOCES will provide to Bargaining Unit Members who have been employed by BOCES at least one year. The minimum participation per employee is \$200 annually.

Employee contributions to health and dental premiums will be deducted in accordance with IRS §125 "premium conversion", unless the employee declines, in writing, to participate in the §125 premium conversion plan.

ARTICLE XVIII SUPERVISION AND EVALUATION

Formal supervisory visits may be made of each staff member at various times throughout the year. Supervisory reports and annual appraisals will be performed on all instructional staff and will generally be submitted to the Division office prior to May 20 of each year. A written copy of any formal report will be provided to the party so involved.

ARTICLE XIX GRIEVANCE PROCEDURE

Both parties agree to the following grievance procedure.

A. Definitions:

1. A grievance is an alleged violation or misapplication of this agreement.
2. A grievant is the person making the grievance.

3. The employer is the Superintendent as the Chief Executive Officer of the Board of Education.

- B. Basic Standards and Principles: Every employee shall have the right to present his or her grievance to his or her employer, free from interference, coercion, restraint, discrimination, or reprisal. It shall be a fundamental responsibility of all supervisors at all levels, commensurate with the authority delegated to them by their supervisors, promptly to consider and take appropriate action upon grievances presented to them by employees under their supervision.
- C. Grievance Procedures: There shall be two procedural stages and one appellate stage of settlement for grievances.

The first stage shall consist of the employee's informal presentation of his/her grievance to his/her immediate supervisor. The discussion and resolution of grievances at this stage shall be on an oral and informal basis, however the supervisor shall render his decision in writing no later than five (5) working days after the presentation of the grievance.

The second stage shall consist of a formal request by the employee for a review and determination of his or her grievance by the Director of Continuing Education. In such cases, the employee and the Supervisor shall set forth the specific nature of the grievance and the facts relating to the grievance. Thereupon, the Director of Continuing Education, at the written request of the employee, shall hold an informal hearing. The final determination in this stage shall be made by the Director of Continuing Education, after reviewing the facts and after the hearing. The Director of Continuing Education will render his/her decision within five (5) working days after the informal hearing. This stage and any ensuing stage will include the presence of an Association representative should the grievant so desire.

The third stage - The Chief Executive Officer shall appoint one or more of his administrative staff to sit as the appellate officer(s). This individual will not be any of the individuals involved in the first two stages. This stage will be utilized if the employee requests, in writing, a further hearing on the alleged grievance.

The appellate officer will review the written information submitted by both parties and may hear oral statements by both parties at an informal hearing. The final determinations of this officer(s) will be given in writing to both parties no later than five (5) working days after the hearing.

- C. The grievance form will be supplied by the Superintendent.

ARTICLE XX SALARIES/WAGES

- A. Salary Increases

Returning bargaining unit members shall have their salaries increased each year as follows:

4.0% increase over the 6/30/03 salary

4.0% increase over the 6/30/04 salary

4.0% increase over the 6/30/05 salary

3.75% increase over the 6/30/06 salary

Starting Salary for instructional staff will be \$11.00 per hour.

B. Longevity

Beginning in the 2006-2007 school year, Salaried employees at the completion of the 10th year of employment with the BOCES will received \$300 added to base salary.

Beginning in the 2006-2007 school year, Salaried employees at the completion of the 15th year of employment with the BOCES will received \$300 added to base salary.

ARTICLE XXI REIMBURSEMENT FOR EDUCATION

Members requesting reimbursement must do the following:

1. An application must be completed and submitted for advanced approval of each course a full-time individual requests reimbursement for. Advanced approval means prior to the beginning of class. An individual can submit an amendment to his/her course reimbursement request within one week after the registration if the original course is not available at the time of registration. A request for reimbursement does not guarantee approval.
2. An individual will not be reimbursed for the same course more than one time.
3. A Review Board will review the application to determine relevancy of the course to the individual's job at BOCES. If relevancy is determined to exist, the course will be approved for reimbursement.
4. The Review Board will consist of an equal representation of Administration and ACE representatives to include at least one Executive Board member.
5. No more than 9 credit hours per year, per employee, will be reimbursed.
6. Actual reimbursement will take place only on successful completion of the course and submission of a transcript to the Division Director indicating a passing grade in the course. Successful completion is receiving a passing grade of P, C or better.
7. Courses that are reimbursed will be reimbursed at the rate of \$45 per credit hour, not to exceed the nine credit hours mentioned above.
8. The tuition reimbursement will not be part of the individual's salary.

ARTICLE XXII SCOPE OF AGREEMENT

All matters not addressed in this contract remain the exclusive prerogative of the Superintendent or his designee or designees.

ARTICLE XXIII REGISTRATION IN CONTINUING EDUCATION COURSES

Any member of the bargaining unit may take any recreational, vocational, or avocational course offered by the Division of Career Services without payment of tuition provided that the Director determines that space available and the class is held outside the regular work day. Any member of

the bargaining unit who exercises this option specifically agrees to pay for consumable supplies. Excluded from this clause are courses that are contracted or subcontracted for outside agencies or firms.

ARTICLE XXIV GENERAL RESPONSIBILITIES

- A. Teachers will immediately (during the same work day) report all cases of threat or assault, or accidents suffered by them in connection with their employment as well as any incidents of theft or damage to district property to their immediate supervisor in writing. Copies of said reports will be sent to the Association President and the Superintendent.
- B. Teachers shall notify the Board through their immediate supervisor, of any accident or claim against them which may be covered by the provisions of this Article within three (3) days after the accident occurs or the teacher knows of the claim.
- C. Pursuant to Section 3023 of the Education law, the Board shall save harmless and protect all teachers from financial loss arising out of any claim, demand, suit, or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any persons, or accidental damage to the property of any person within or without the school building, provided such teacher at the time of the accident or injury was working in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board.

The Board, however, shall not be subject to the duty imposed by this provision, unless such teacher shall, within ten (10) days of the time she/he is served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy of same to the Board.

- D. Whenever a bargaining unit member is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, or occupational disease incurred in the course of his/her employment, and receives Workmen's Compensation for such absence, he/she will be paid his/her full salary during his/her absence up to, if necessary, a one (1) year period (less the amount of the Workmen's Compensation payments made in lieu of salary due to said injury). The bargaining unit member will not be required to use sick leave for this purpose.
- E. BOCES will reimburse employees at full replacement value any clothing, eye glasses, hearing aides, prosthetic devices damaged or destroyed as a result of the performance of their duties. Said coverage will cover any additional personal property which BOCES requests in writing that a bargaining unit member use in the performance of his/her duty. This provision is not intended to provide coverage for accidental damage, nor for normal wear and tear on personal property.
- F. The Board shall provide an attorney or attorneys for, and pay such attorney's fee and expenses necessarily incurred in the defense of a teacher in any civil or criminal action or proceeding arising out of disciplinary action taken against any pupil of the district while in the discharge of his/her duties. The Board shall not be subject to the duty imposed by this provision unless the affected bargaining unit member shall, within ten (10) days of the time she/he is served with any summons, complaint, process, notice, demand, or pleading, deliver the original or a copy to the Board.

ARTICLE XXV SCHOOL CLOSING

In the event that BOCES is closed for instruction by the District Superintendent, or his designee, members of the bargaining unit who have instructional responsibilities are not required to appear for work. All members of the bargaining unit, except those with direct instructional responsibility for students must appear for work unless a state of emergency is declared.

At times when secondary students are not in attendance the Director of Continuing Education, or designee, may close instructional programs for adults.

ARTICLE XXVI RETIREMENT INCENTIVE

Section 1 – Retirement Plan

Broome-Tioga BOCES participates in the Employees' Retirement System plan 75I and in the NYS Teachers Retirement System.

Section 2 – Unused Sick Leave Buyout

Bargaining unit members who retire after ten or more years of service are eligible to receive payment for each unused accumulated sick leave days to a maximum of 225 days, at the rate listed below:

2003-2007	\$65.00 per sick day
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The retiring member may use said money in one of the following ways:

1. Lump sum payment to be made by the BOCES within 90 days of retirement. **OR**
2. Apply funds to 403-B account in accordance with BOCES policies. **OR**
3. A combination of 1 and 2.

In the event of the death of the retired member, any balance held by BOCES will be paid to the retiree's estate.

ARTICLE XXVII ASSOCIATION RIGHTS

- A. The Association shall have the right to hold three (3) meetings each school year for which Bargaining Unit Members are released from non-instructional duties to attend, without loss of salary or leave days. The dates and time of these meetings will be determined by mutual agreement between the Association and Superintendent and his or her designee. Meetings will not commence until 3:00pm. The Association shall also be granted one (1) hour of continuous time during the first (1st) orientation day for all Bargaining Unit Members.
- B. Members of the Association Executive Board may be released in order to conduct Association business, after their instructional duties have terminated and they have fulfilled any regular non-instructional duties. Absence will be coordinated in advance with immediate supervisor of the Bargaining Unit Members concerned.
- C. The Superintendent shall provide the President with the names, addresses, and telephone numbers of new members of the Bargaining Unit appointed each month by Board action.

- D. The District shall provide the President with one (1) copy of the Board agenda, minutes, and enclosures, except for executive session materials.
- E. The Association shall have the right to use the District's bulletin boards, mail service, and upon prior request, meeting rooms on a space available, no cost basis. It is understood that these facilities are not to be used for local, state or federal political activities or purpose.

ARTICLE XXVIII PERSONNEL FILE

- A. There shall be only one official personnel file maintained for an employee, which shall contain copies of personnel transactions, official correspondence with the employee, and written performance ratings or appraisals concerning the employee. The file shall be maintained in the Human Resources office.
- B. An employee shall have the opportunity to review his/her personnel file within three working days after giving notice of such intention to the Director of Human Resources. The Superintendent or his/her designee will be present during the employee's review of their file.
- C. During any review of his/her personnel file, an employee may examine the entire content of such folder and request copies at a cost of up to \$.25 per page.
- D. An employee will be given the opportunity to read all documents that are evaluative or disciplinary in nature that will be placed in the employee's personnel file prior to placement of said document in the personnel file. The employee may initial the document after examining the material. Such initialing does not necessarily indicate agreement with the contents of the document.
- E. An employee has ten (10) working days after he/she receives an item, which will be placed in his/her personnel folder to rebut it.
- F. Items destined for the bargaining unit member's file will have "cc: bargaining unit member's Personnel File" included on the bottom of each sheet.

ARTICLE XXIX COLLABORATIVE PROBLEM SOLVING TEAM

- A. Since BOCES is a service agency responsible for meeting the ongoing needs of its clients, ongoing flexibility and change will be required for BOCES to continue as a healthy, responsive organization. Therefore, it is agreed that it is in the mutual interest of all parties to establish a collaborative process for considering and making recommendations on proposed changes affecting the terms and conditions of employment identified in this Agreement.
- B. Rather than making the negotiations process something that occurs annually or when the existing Agreement ends, ongoing problem solving and changes will be accommodated by an ongoing collaborative bargaining process. Once consensus is reached, proposed changes to the Agreement will require written approvals signed by the official representatives of the two parties.

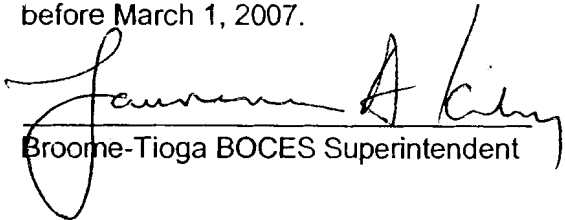
C. Collaborative Bargaining Team

1. Membership – this Team will consist of a maximum of three ACE appointed representatives and three BOCES representatives appointed by the Superintendent or his/her designee. Outside consultants may be used.
2. Meetings – the Team will meet at least bi-monthly at times and locations mutually agreed upon.
3. Study Teams – It is anticipated that the Team may wish to create study teams to investigate specific issues or problems and to report back to the Team with recommended solutions to these specific issues or problems. Study teams, when established, will only deal with the issue or issues for which they were created and charged.

ARTICLE XXX CONTRACT DURATION

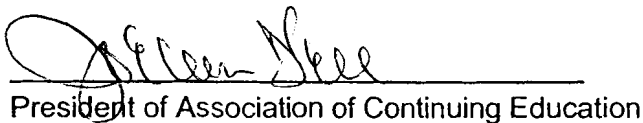
This agreement shall remain in full force and effect from July 1, 2003 to June 30, 2007 at which time it expires in its entirety.

Both parties agree that for the fiscal year beginning July 1, 2007 negotiations will commence on or before March 1, 2007.



Broome-Tioga BOCES Superintendent

Dated: 5/26/04



President of Association of Continuing Education

Dated: 5/28/04

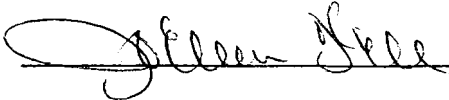
**MEMORANDUM OF AGREEMENT
BETWEEN
Broome-Tioga BOCES Association of CONTINUING EDUCATION
AND
Broome-Tioga BOCES SUPERINTENDENT OF SCHOOLS**

Team Leaders

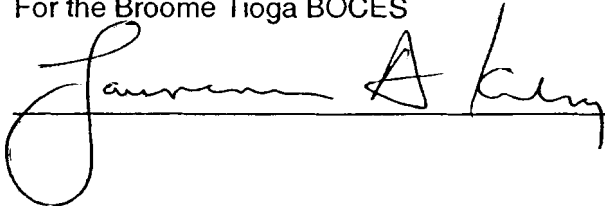
The undersigned parties hereby agree as follows:

1. Team leader designations are annually decided by administration, based on program needs. These stipend positions will be posted annually and eligible ACE members may apply.
2. A team leader's additional responsibilities include program coordination, team facilitation, and/or new program research and development.
3. For the 2004-2005 pilot year, team leaders will receive a \$1200 stipend for a 12-month position. Shorter time frames can occur, but the stipend is prorated on a monthly basis.
4. It is understood these positions are non-supervisory/non-evaluative of Bargaining Unit Members.
5. After the 2004-2005 pilot year, the ACE/Management Collaborative bargaining team will review this team leader MOA and mutually agree to alter stipulations 1 and 2.

For the Broome Tioga BOCES Association of Continuing Education

 _____ 5-28-04
Date

For the Broome Tioga BOCES

 _____ 5/28/04
Date

Appendix A - Titles

Adolescent Services Coordinator
Cook
Counselor
Director Teacher Center
Educational Recruiter
Graphic Assistant
Health & Safety Hygienist
Instructor
Intake Worker
Pregnant/Parenting Teen Project Coordinator
Program Development Specialist
Public Information Coordinator
SABA Director
Safe Schools Coordinator
Safety Specialist
Teaching Assistant

