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Contract Database Metadata Elements

Title: **Broome-Delaware-Tioga BOCES and Broome-Tioga BOCES Management Association (BMA) (2003)**

Employer Name: **Broome-Delaware-Tioga BOCES**

Union: **Broome-Tioga BOCES Management Association (BMA)**

Local:

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

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

PERB ID Number: **8147**

Unit Size: **28**

Number of Pages: **13**

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Broome-Delaware-Tioga Boces And
Broome-Tioga Boces Management
Assn

AGREEMENT
BETWEEN
THE DISTRICT SUPERINTENDENT
BROOME-TIOGA
BOARD OF COOPERATIVE EDUCATIONAL SERVICES
and
BROOME-TIOGA BOCES
MANAGEMENT ASSOCIATION
July 1, 2003 through June 30, 2006

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

BOCES Management Association
2003-2006

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ARTICLE I RECOGNITION

- A. The Board recognizes the BOCES Management Association for purposes of collective negotiations and agrees to negotiate with the same as the exclusive representative of the BOCES Management Association.
- B. The bargaining unit includes the following Board approved position titles.

- Accountant (schools)
- Administrative Coordinator of Instructional Support Services
- Computer Operations Supervisor
- Director of School Facilities & Operations
- District Business Coordinator
- Manager of Customer Service
- Manager of Technical Support Services
- Principal
- Reading Recovery Administrator
- School Lunch Director
- School Lunch Manager
- Student Services Supervisor
- Supervisor Office of Communication & Development
- Supervisor of Alternative Education Programs
- Supervisor of Career Services
- Supervisor of Career Services Workforce Development
- Supervisor of Instructional Programs
- Supervisor of Special Education Programs
- Supervisor School Curriculum Improvement and Educational Leadership
- Supervisor System/Programming

- C. Excluded from this recognition are the following titles:
District Superintendent, Chief Operating Officer, Deputy Superintendent for Instruction, Director of Career Services, Director of Human Resources, Controller, Director of Exceptional Programs, Director of the CENTER.
- D. This agreement supersedes any rules and regulations or practices of the Board, which shall be contrary to or inconsistent with its terms.

ARTICLE II ASSOCIATION PRIVILEGES

- A. The BMA may use requested areas of the buildings for meetings in the same manner as afforded to other bargaining units, and consistent with the district policy of use of space. The BMA shall be permitted to use interoffice mail for messages or mail service, only so long as such use does not unreasonably impact upon the transmittal of BOCES material.
- B. The BOCES will deduct from the salary of any member of the Bargaining unit who has authorized or so authorizes individually and voluntarily, in writing, the dues and fees of SAANYs and/or the appropriate local affiliate organization of SAANYs (BMA) and will transmit these monies to the designated representative of SAANYs and the BMA representative where applicable.
- C. The BOCES shall establish a direct deposit arrangement with, or transmit deductions from bargaining unit members' salaries to, banks/credit unions, in the same manner as afforded to other district employees.
- D. The BOCES shall authorize deductions from bargaining unit members' salaries for payments to tax-sheltered annuity programs, in the same manner as afforded to other district employees and transmit these payments to the insurance carrier or third party remitter as authorized by the unit member.
- E. An authorization on file with the BOCES for payroll deductions shall be honored until and unless it has been revoked or amended pursuant to the terms and conditions of the signed authorization and by written notice received by the BOCES from either the BMA or employee.
- F. The District shall provide the BMA President with one copy of the board agenda, minutes, and enclosures, for all board meetings, except executive session materials.
- G. Any member of the bargaining unit may take any recreational, vocational, or a vocational course offered by the Division of Continuing Education without payment of tuition, provided that space is available. The BMA member who elects to participate in such courses agrees to pay for his/her consumable supplies for the course.

ARTICLE III NEGOTIATIONS PROCEDURE

- A. Negotiations for a successor Agreement will commence upon the written request of either party. Such request will be made in the final year of the Agreement not earlier than January 15, and no later than January 30, except by mutual consent. The parties will establish a mutual meeting place and date.
- B. The District Superintendent will take the responsibility of having the agreement duplicated. The District Superintendent will provide each unit member with a copy of the agreement, within 30 days after execution by both parties. The District Superintendent will provide three additional copies of the Agreement to the President of the BMA.

ARTICLE IV HOLIDAYS AND VACATIONS

- A. Bargaining unit members shall be given holidays off with pay for the following thirteen (13) days:

Independence Day	Day Before or After Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King, Jr., Day
Veterans Day	Presidents' Day
Thanksgiving Thursday	Good Friday
Thanksgiving Friday	Memorial Day
Christmas Day	

If a holiday falls on a Saturday or Sunday, another paid holiday, as established by the BOCES calendar, will be provided.

- B. Bargaining unit members are eligible for vacation according to the following schedule:

Years of full-time service with BDT BOCES	Annual Days of Vacation
1-2	15
3-5	20
6-9	22
10+	25

- C. Up to fifteen (15) vacation days may be carried into the next fiscal year, and such carry-over is not cumulative. The District Superintendent must approve exception to the carry-over limit.
- D. Vacation is provided on a monthly-accrued basis. Annual vacation time may be used before it is earned. Anyone who separates from BOCES and has used vacation time in advance of its being earned will repay the amount of any overused vacation.
- E. Vacation days may be used annually to accept paid consulting outside the BOCES area provided there is no conflict with BOCES duties or BOCES services through cross contract. Prior approval of the District Superintendent is required.

ARTICLE V EDUCATION INCENTIVE

A. Education Incentive

Unit members who enroll in undergraduate or graduate courses which are not required to qualify for the member's current position will be reimbursed at \$100 per credit hour. A maximum of 9 credit hours per person per school year upon submission of an official transcript with a grade of B or better for graduate-level courses, and C or better for undergraduate courses. Such payment, which does not become a part of salary, will be made for courses:

1. When they are taken to improve administrative skills.
2. With prior approval of the District Superintendent or designee.

ARTICLE VI TRAVEL EXPENSE

Bargaining unit members who are required to use their own vehicles in the course of responsibilities will be remunerated at the current IRS rate. Board policy applies.

ARTICLE VII LEAVES

- A. Personal leave shall be 5 days annually, credited on July 1st, and may be taken in quarter day units. Unused personal days will be added to accumulated sick leave.

B. Sick Leave

Sick Leave shall be 20 days annually, cumulative to 275 days, credited on July 1st. Doubling is allowed. Unit members who have accrued the maximum sick days are permitted to use any current year's annual accrual of 20 days within the same year that they are credited, in order to retain their 275-day accumulation.

When a Bargaining Unit Member is absent on sick leave, and his/her accumulated sick leave becomes exhausted, and his/her accumulated sick leave was at least ten (10) days when the leave commenced, he/she shall be entitled to an extension of sick leave equal to the number of his/her accumulated sick leave days at the commencement of the leave. Such extension is non-cumulative and may be used for a single or related and continuous illness commencing within the accumulative sick leave period. Medical certification of a Bargaining Unit Member's inability to resume duties may be required for sick leave extensions or within a reasonable time thereafter. The parties agree that the intent of this Section is to protect members from catastrophic and/or long-term illness.

Sick leave may be used for personal or family illness.

It is understood that personal and sick leave is not meant to be an inclement weather provision.

C. Sick Leave Bank

Any days that have been credited in excess of 275 days to unit members who have accumulated the maximum sick leave of 275 days will be automatically transferred to the sick leave bank at the end of the fiscal year unless the employee declines this in writing, in which case the days will be forfeited.

Unit members, who have not donated to the sick leave bank through excess days over the maximum number of sick days, may participate in the bank by contributing one (1) sick leave day to the bank on a one-time basis. This election may be made within 30 days of employment. Members participating in the sick bank shall have the additional option of contributing one additional sick leave day per year.

Any participant in the sick leave bank who has exhausted his/her available sick leave accrual may submit a written request to the District Superintendent for access to the bank for a particular specified illness.

D. Sick Leave Buyout

Upon retirement from BOCES a unit member will receive an award of money for each unused accumulated sick leave day to a maximum of 275 days, and at the rate of \$70 the first year, \$75 the second year, and \$80 the third year of the contract. Upon election, the days shall be credited as follows:

1. Lump sum payment to be received within 90 days of retirement.
2. Apply funds to 403-B account in accordance with BOCES policies.
3. Any combination of 1 and 2.

E. Extended Sick Leave

Extended sick leave may be applied at the discretion of the District Superintendent and the Board.

F. Emergency Leave

Up to five (5) days emergency leave, applicable twice in any fiscal year, will be granted for critical illness or death of a family member.

G. Caregiver Leave

The District will provide leave for an employee consistent with the Family Medical Leave Act of 1993.

H. Medical Disability

All or any portion of leave taken from work because of a medical disability may, at the Bargaining Unit Member's option, be charged to available sick leave. Certification of said disability may be required.

I. Educational Leave

Educational leave may be granted to unit members for study, travel, or other purposes of value to the BOCES District and to the District Superintendent, upon recommendation of District Superintendent and approval by the Board. Members on educational leave will be paid 75% of their annual salary while on leave, and shall be given credit for salary increments. Educational Leave time shall count towards the member's years of service with the BOCES.

J. Leave for Jury Duty or Other Civic Responsibility

Unit members on leave will be paid their full salary. Any remuneration received (other than expense reimbursement) will be repaid to BOCES.

ARTICLE VIII INSURANCE PROVISIONS

A. Health Insurance

BOCES will continue to provide the Blue Cross/Blue Shield Region wide Health Plan. Current BMA members will retain "Super Blue" Coverage (or coverage that is no less than equivalent). BOCES shall pay 95% of the premium, individual or family. As of March 6, 1998, New BMA members will be provided with "Select Blue" Coverage (or coverage that is no less than equivalent). BOCES shall pay 95% of the premium for individual coverage and 85% of the premium for family coverage. The prescription drug co-pay shall be \$0.00 for mail order or a 3-tier prescription plan (\$0, \$10, \$25) which will be paid by the bargaining unit member.

Buyouts:

1. BMA members have the option to drop "Super Blue" Coverage and acquire "Select Blue" coverage. In return, BMA members will receive \$350 per year for family and \$100 per year for individual coverage. Members may revert to "Super Blue" Coverage at either the reopening period(s) or if a catastrophic health need arises.
2. BMA members have the option to drop "Super Blue" Coverage and not acquire insurance. In return BMA members will receive \$700 per year for family and \$200 per year for individual coverage. Members may revert to "Super Blue" Coverage at either the reopening period(s) or if a catastrophic health need arises.
3. BMA members have the option to drop "Select Blue" Coverage and not acquire insurance. In return BMA members will receive \$450 per year for family and \$150 per year for individual coverage. Members may revert to "Select Blue" Coverage at either the reopening period(s) or if a catastrophic health need arises.

B. Dental Insurance

Unit members will be provided Blue Shield Schedule B Dental Coverage, with periodontics, orthodontics, prosthetics and extended riders coverage. BOCES shall pay 95% of the premium, individual or family.

C. Health/Dental for Retired/Deceased Members

For unit members retiring after June 30, 1987 the following will apply:

Individual Coverage – BOCES will pay 75% of the individual premium.

Family Coverage – BOCES will pay 75% of the individual premium and 50% of the dependent premium.

Two Person Coverage – BOCES will pay 75% of the individual premium and 50% of the spouse's individual premium.

The spouse will be entitled to maintain an individual policy with 75% BOCES contribution should the retiree predecease the spouse.

BOCES will pay 60% of a spouse's policy and 50% of existing dependents of a member who dies in active service. This coverage will cease upon remarriage or death of the spouse. BOCES will pay 60% of an individual policy for surviving spouse when the youngest dependent is no longer eligible for coverage according to the terms of the group policy at the time of the death of the member.

D. Life Insurance

Unit members, during active service, are eligible for a \$50,000 or \$75,000 Security Mutual Term Life Insurance Policy (or coverage which is no less than equivalent). Accidental death and dismemberment is twice the policy face value. For \$50,000 coverage, BOCES pays 75% of the premium. For \$75,000 coverage, BOCES pays 50% of the premium.

E. Premium Deductions

The district shall make available a pre-tax premium deduction program, consistent with and as allowed by the Internal Revenue regulations §125.

BOCES will select and provide a flexible spending program in accordance with IRS regulation §125. This program will be provided to bargaining unit members who have been employed for at least one year. The minimum participation per employee is \$200 annually.

F. Employee Assistance Program

The BOCES will provide an employee assistance program. The EAP will be re-evaluated during subsequent negotiations.

ARTICLE IX SALARY

A. Salary Increases

Effective July 1, 2003 all employees covered by this unit on July 1, 2003 will receive an increase on their salary as of June 30, 2003 of 4.0% (50%-50% flat \$ amount)

Effective July 1, 2004, all employees covered by this unit on July 1, 2004 will receive an increase on their salary as of June 30, 2004 of 4.0% (50%-50% flat \$ amount)

Effective July 1, 2005, all employees covered by this unit on July 1, 2005 will receive an increase on their salary as of June 30, 2005 of 4.0% (50%-50% flat \$ amount)

ARTICLE X RETIREMENT INCENTIVE

Should a bargaining unit member be eligible for retirement, either the District or the Association may make a proposal for a retirement incentive.

ARTICLE XI GRIEVANCE PROCEDURE

A. It is the policy of the District Superintendent and the BMA 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 proceeding.

B. By definition:

"Grievance" is any alleged violation, misinterpretation or misapplication of this agreement.

"Unit member" is any person covered by this Agreement.

"Aggrieved Party" is the unit member or members who submit a grievance or on whose behalf it is submitted by the BMA, or the BMA itself.

C. Submission of Grievances

1. Before submission of a written grievance, the aggrieved party may attempt to resolve it informally with his/her immediate supervisor or through BMA Liaison.
2. Each grievance shall be submitted in writing on a form and shall identify the aggrieved party, the provision 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.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. A "class action" grievance filed by the BMA shall be submitted directly to the District Superintendent.
5. An aggrieved party has the right to be accompanied by another person of his/her choice at any or all steps of the grievance procedure.

D. Grievance Procedure

- Level One-** The written grievance shall be presented to the immediate supervisor, who shall issue a written decision within 10 calendar days of submittal.
- Level Two-** If not settled, or a decision is not rendered within 10 calendar days, the grievance may be submitted to level 2. The level 2 grievance shall be submitted to the level 2 grievance committee, consisting of 2 members of the BMA, as appointed by the BMA Executive Committee, and 2 members of the District Cabinet, as appointed by the Superintendent. The committee shall issue a written decision within 10 calendar days.
- Level Three-** If not settled, or a decision is not rendered within 10 calendar days, the grievance may be submitted to level 3, the District Superintendent. The Superintendent shall issue a written decision within 10 calendar days.

ARTICLE XII PERSONNEL FILE

Unit members have the right, upon request, to review the contents of their personnel file, and such files shall be kept in the Human Resources Department. The unit member shall receive a copy of all items scheduled for placement in his/her personnel file. The member shall have the right to submit a written response to all materials, and such response shall be affixed to the corresponding material in the personnel file.

Any materials destined for a member's personnel file will be marked:

"cc: personnel file". Such documents which have multiple pages will indicate page # and the total pages in the document (e.g. p1 of 3.)

ARTICLE XIII NEW POSITIONS AND VACANCIES

If during the term of this Agreement the Board creates any new administrative or supervisory positions, and the positions are included in this unit, the terms and conditions of employment of persons to fill such positions shall be governed by this Agreement. The terms and conditions of employment of persons hired to fill vacant administrative and supervisory positions within the bargaining unit shall likewise be governed by this Agreement.

All vacancies that are within the bargaining unit shall be posted in all major BOCES locations for seven (7) calendar days. Bargaining unit members within BOCES who desire to apply for such vacancy shall submit their applications to the personnel office within the time limit specified in the notice.

ARTICLE XIV LIAISON COMMITTEE

The Association and the District agree to establish a Liaison Committee. The Liaison Committee shall consist of 3 members of the BMA, the District Superintendent, and 3 members of the District Superintendent's Cabinet, appointed by the District Superintendent. The Liaison Committee shall meet monthly to discuss issues of mutual concern.

ARTICLE XV LEGISLATIVE AUTHORITY

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI FINAL AGREEMENT/SAVINGS

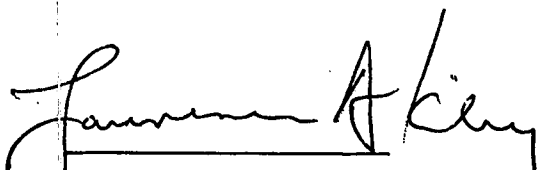
This Agreement is subject to amendment, alteration or addition only by subsequent written Agreement between and executed by the District Superintendent and the BMA.

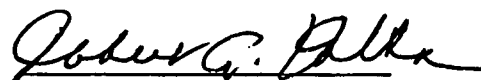
If any provision of this Agreement shall be found contrary to law, all other provisions of the agreement will continue in full force and effect.

ARTICLE XVII DURATION

This Agreement made and entered into by and between the District Superintendent and the BOCES Management Association is effective July 1, 2003, and will continue in force and effective through June 30, 2006.

In witness whereof, the parties hereto execute this Agreement as of the day and year first above written.


District Superintendent


BOCES Management
Association

8/26/03
Date