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#### Contract Database Metadata Elements

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# **MID MANAGERS**

## **Agreement**

AD1/6599



**BOCES Administrative and Staff Specialists Association  
and the District Superintendent of the  
Board of Cooperative Educational Services (BOCES)  
of the Sole Supervisory District of  
Cattaraugus-Allegany-Erie-Wyoming Counties**

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## **ARTICLE 1 - PREAMBLE**

This agreement is made and entered into by and between the District Superintendent of the Board of Cooperative Educational Services of Cattaraugus, Allegany, Erie, and Wyoming Counties (hereinafter referred to as the "District"); and the Cattaraugus, Allegany, Erie, Wyoming Counties BOCES Administrative and Staff Specialists Association (hereinafter referred to as the "Association").

## **ARTICLE 2 - RECOGNITION**

**NATURE AND TERMS** - In accordance with the rules of procedure of the Taylor Law, the Board has heretofore recognized the Cattaraugus, Allegany, Erie, Wyoming Counties BOCES Administrative and Staff Specialists Association as the exclusive representatives of the following unit members:

*“Coordinator”, “Principal”, “Program Manager”, “Purchasing Agent”,  
“Risk Manager/Benefits Administrator” “SETRC Trainer”, “ Staff Specialist”,  
“Station Manager”, “Supervisor”*

The unit shall include all “Assistant” and “Senior” designations of the above titles.

The Board hereby recognizes the Association as the official negotiating agent for all unit members.

Administrative positions in Personnel and Labor Relations shall be excluded from the unit.

## **ARTICLE 3 - NEGOTIATIONS PROCEDURE**

When agreement is reached by the District and the Association as to any item, such item shall be reduced to writing and initialed by the chief representative of both the District and the Association. When all items are agreed upon, such items shall be placed into a written Memorandum of Understanding executed by both chief negotiators. Such Memorandum of Understanding shall then be submitted to the Association for its members' approval and to the Board of Education of the District for the Board of Education's approval of the Memorandum of Understanding. When both the Association and the Board of Education of the District have approved said Memorandum of Understanding, it shall be then a contractual obligation of both parties.

## **ARTICLE 4 - DEFINITIONS**

Except when this agreement says otherwise, the following definitions apply in interpreting this agreement:

- A. "Board" means the Board of Cooperative Educational Services of Cattaraugus, Allegany, Erie and Wyoming Counties.
- B. "Association" means the Cattaraugus, Allegany, Erie, and Wyoming Counties BOCES Administrative and Staff Specialists Association.
- C. "Superintendent" means the District Superintendent of Schools appointed by the Board or any other person designated by the Commissioner of Education as chief school officer on an acting basis.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

The Association agrees that, except as expressly limited by specific provisions of this agreement, all of the authority, rights and responsibilities possessed by the District are retained by it, including, but not limited to: the right to determine the mission, purposes, objectives, and policies of the Board of Cooperative Educational Services of Cattaraugus, Allegany, Erie and Wyoming Counties; to determine the facilities, methods, means and number of personnel for the conduct of District business; to examine, select, recruit, hire, appraise, train, retain, promote, assign, or transfer employees; to direct, deploy and as need be, reduce and utilize the work force as the District deems necessary with proportionate decrease in compensation based on such reduction.

## **ARTICLE 6 - DUES DEDUCTION**

- A. The District will deduct from the salary of any member of the unit who has authorized in writing, the dues and fees of the Association, and will transmit these moneys to the designated representative of the Association.
- B. No deduction of dues or fees shall be made until and unless the amount of dues and fees to be deducted and any changes thereto are certified to the District by an authorized officer of the Association.
  - 1. An authorization on file with the District 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 District from either the Association or employee.

- C. The Association shall defend and save the District harmless against any and all claims, suits, or other forms of liability that shall or may arise by reason of action taken or not taken by the District to comply with the terms of this article or in reliance on a certification issued by the Association.
- D. The Association shall be entitled to only one deduction from wages in reference to this article, and may instruct such deduction to be sent to only one address in lump sum payment for all employees providing such authorization.

## **ARTICLE 7 - GENERAL PROVISIONS**

- A. The Association may use requested areas of a District building for meetings, before or after normal working hours, upon reasonable advance notice.
- B. The Association shall also be permitted to use intra-district mail, email or couriers for messages or mail service, as long as such use does not unreasonably impact upon the transmittal of District material through such channels.
- C. The Association shall also be permitted reasonable use of a District copier before or after normal working hours, as long as such use does not unreasonably impact on the District.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

- A. The District and the Association recognize the importance of a clearly defined procedure for processing grievances for employees included in the unit covered by this agreement. The primary intention of this procedure is to resolve a grievance at the lowest possible level.
- B. For the purpose of this agreement, a grievance is defined as a tenable claim that an express term of this agreement has been violated. No grievance will be entertained, and such grievance will be deemed waived, unless a written grievance is presented at the first step [see (C), (2) below] within twenty (20) calendar days after the employee knew or should have known of the act or condition on which the grievance is based.
- C. **STEP 1: Presentation to Division Director**
  - 1. The aggrieved party shall first discuss the grievance with his/her Division Director, with the objective of resolving the matter informally. The aggrieved employee shall be required to advise his/her Division Director that the meeting regards a grievance which, in this instance, is to be discussed informally.

2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the Director. Within five (5) calendar days after the written grievance is presented to him/her, the Director shall render a decision thereof, in writing, and present it to the unit member, his/her representative and the Association.

D. STEP 2: Submission of Written Grievance to Superintendent

1. If the unit member initiating the grievance is not satisfied with the decision of the Division Director at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, the unit member shall, within seven (7) calendar days, present the grievance to the Association's Grievance Committee for its consideration.
2. If the Grievance Committee determines that the unit member has a meritorious grievance, then the Association will file a written grievance of the decision at Step 1 with the Superintendent within twenty (20) calendar days after the unit member has received the written decision from the Division Director. Copies of the written decision at Step 1 shall be submitted with the appeal.

The written appeal shall contain the following information:

- a) The specific article, sentence, or clause of this agreement alleged to have been violated.
  - b) Specific remedy requested in reference to said violation.
  - c) Sufficient facts stated in the written grievance which, if true, would substantiate the alleged violation as stated above. Such allegation of facts shall include the precise time, place and identity of the party responsible or involved with such violation. Any factual allegation or provision of the agreement that is not stated in the grievance document shall not be raised or presented to the District at later stages of the grievance procedure.
3. The Superintendent, or his/her designee, will meet with the Association to discuss the grievance and gain more information which may be necessary over and above the written grievance. In any case, the Superintendent shall render his/her decision on the written grievance within thirty (30) calendar days of receipt.

E. STEP 3: Submission of Written Grievance to Board

In the event that the Association is not satisfied with the decision of the Superintendent, the Association may then file the written grievance and decision of the Superintendent with the clerk of the Board within five (5) calendar days of receipt of the Superintendent's determination. The Board, or a committee of the Board, will schedule a meeting with the aggrieved party and the Association within thirty (30) calendar days of receipt of the request for Board review. The Board shall answer the written grievance filed with it



within ten (10) calendar days following the meeting. The President of the Board of Education, may at his/her discretion, appoint three (3) or more Board of Education members to act for the Board of Education pursuant to the provisions of this paragraph.

F. STEP 4: Appeal To Arbitration For Contract Grievances

1. The Association may appeal any contract grievance to final, binding arbitration in accordance with the procedures hereinafter described if it is not satisfied with the decision at Step 3 of the grievance procedure, provided that:
  - a) A matter which is, or could be, the subject of a contract grievance, shall not be litigated by the Association or any unit member in any other forum; and
  - b) Non-contract grievances and other matters as to which other means of resolution are provided or foreclosed by this agreement or by law, shall not be appealed to arbitration.

The Procedures for Arbitration are:

1. A demand for arbitration must be served and filed upon the Board pursuant to the Civil Practice Law and Rules of the State of New York within fifteen (15) calendar days of receipt of the Board of Education decision at Step 3.
2. In deciding the case, the arbitrator shall render a written award in a reasonable, concise opinion, and shall not submit observations or declarations of opinions which are not essential in reaching the decision.
3. A decision or settlement of a grievance at any stage of the grievance procedure, including the arbitration stage, shall not constitute a precedent, unless a specific agreement to that effect is made by the Superintendent and the Association.
4. The arbitrator's decision and award shall be issued within thirty (30) calendar days after the hearing is closed by the arbitrator.
5. The arbitrator shall be chosen, and the arbitration shall proceed, in accordance with the rules of the American Arbitration Association unless specifically modified herein.
6. This agreement constitutes the entire agreement of the parties. The arbitrator shall limit his/her decision(s) strictly to the interpretation or application of the expressed provision(s) of the agreement submitted to him/her, and he/she shall be without power or authority to make any decision or award:
  - a) Adding to, subtracting from, contrary to, or inconsistent with, or modifying or varying in any way, the terms of this agreement.

- b) Involving Board discretion or Board policy under the provisions of this agreement, under Board rules or regulations, under regulations having the force or effect of law, or under applicable law.
  - c) Limiting or interfering in any way with the powers, duties and responsibilities of the Board or the Superintendent under the Board's rules and regulations, applicable law, and rules and regulations.
  - d) Ordering any relief, whatever, if the award is made after the time limit prescribed herein, and a party makes timely objections to delay pursuant to Section 7507 of the CPLR.
7. The cost of the arbitrator, including per diem expenses, shall be born equally by the Association and the Board.

G. Miscellaneous:

- 1. If a decision at one step is not appealed to the next step of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.
- 2. Failure at any step of the grievance procedure to communicate a grievance answer to the aggrieved party within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time which would have been allocated had the decision been communicated on the last day of the specified time period.
- 3. The time within which an appeal may be filed at a higher step in this procedure shall be measured from the time of receipt of the written answer.
- 4. The time limits contained herein shall be extended only on the mutual consent of the parties which shall be expressed in writing.

## **ARTICLE 9 - INTERPRETATION AND LEGAL EFFECT**

A. Except when this agreement says otherwise, the following rules apply in interpreting this agreement:

- 1. A word used in one gender also applies to the other gender.
- 2. A word used in the singular number applies also in the plural.
- 3. Each appendix referred to in this agreement is incorporated into this agreement.

- B. This agreement constitutes the entire and complete record of the binding commitments between the parties. From and after the execution date of this agreement, no other document shall constitute a binding commitment between the parties unless it is:
  - 1. Dated on or after such execution date; and
  - 2. Signed by a duly authorized representative of each party.
- C. If any provision of this agreement or any application of the agreement to any unit member or group of unit members shall be found contrary of 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 full force and effect.
- D. Any individual arrangement, agreement or contract between the District and an employee heretofore executed shall be subject to and consistent with the terms and conditions of employment expressed in this agreement. If an individual arrangement, agreement or contract contains any terms or conditions inconsistent with this agreement, this agreement shall be controlling to the extent of the terms and conditions of employment expressed in this agreement.

#### **ARTICLE 10 - EMPLOYEE RECOGNITION EVENT(S)**

The District and the Association agree that employee recognition event(s) will be held each year to honor retirees and recognize employee service with the District. These may include food and token service awards provided by the District and/or the Association.

#### **ARTICLE 11 - LEGISLATIVE ACTION**

IT IS REQUIRED 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 ITS APPROVAL.

#### **ARTICLE 12 - PROCEDURE FOR DETERMINING SENIORITY, TENURE AREA AND ORDER OF LAYOFF**

- A. Unit Members' Substantial Rights

A unit member's seniority, tenure areas and order of layoff or reduction of services shall be as prescribed by the Education Law, Rules of the Board of Regents, the Civil Service

Law and the decisional law thereunder. Nothing in this article shall be construed as granting, modifying or withdrawing any such rights, except that such rights shall be asserted only pursuant to the following procedures, and any other procedures are hereby waived.

B. Seniority List:

On or about November 1st of each year, at the request of the Association President, the District shall provide a list which ranks unit members in order of their seniority in their respective tenure areas. Once a list is provided and no objection is raised by a unit member, then the unit member waives his/her rights to object in future years to the provided list, and stated tenure area, unless the unit member's position has changed or the unit member objects to the seniority stated in the list that differs from the previous year.

C. Procedure for Objecting to Determination of Seniority or Tenure Areas

Any unit member may object that his/her placement on the seniority list was contrary to the Education Law, Rules of the Board of Regents, the Civil Service Law and/or the decisional law thereunder, by filing a "Seniority List Objection" with the Superintendent within two (2) weeks after the list is provided to the president of the Association. Any such objection shall thereafter be asserted only in accordance with the procedures prescribed by Section (E) of this article.

D. Procedure for Objecting to Reduction or Termination of Services

Any unit member may object that the District's decision to reduce or terminate his/her services was contrary to the Education Law, Rules of the Board of Regents, the Civil Service Law and/or the decisional law thereunder, by filing a "Reduction/Termination Objection" with the Superintendent within two (2) weeks after the date he/she is notified of such reduction or termination; provided, however, that a unit member may not object to the District's determination of his/her seniority or tenure area with a "Reduction/Termination Objection," but only with a "Seniority List Objection" filed in accordance with Section (C) of this article. A "Reduction/Termination Objection" shall thereafter be asserted in accordance with Section (E) of this article.

E. Objection Procedures

1. The Superintendent shall decide upon an objection within two (2) weeks after such objection is filed, or else it shall be deemed to have been constructively denied.
2. If the objection is upheld in whole or part, all other unit members in an affected tenure area shall be notified and be given two (2) weeks to file an "Intervening Objection" with the Superintendent. Thereafter, any such "Intervening Objection" shall be asserted in accordance with paragraphs (1), and (3), of this section.

3. If any objection is not resolved to a unit member's satisfaction, the Association may arbitrate the said objection in accordance with Step 4 of the grievance procedure (Article 8 (F)) unless another forum is required by law.

### **ARTICLE 13 - NO STRIKE - LOCK OUT**

The Association, its members and each employee-member, individually and collectively, agree that they will not call, authorize, sanction, cause or permit, instigate, aid or condone or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general or any kind of walkout, work stoppage, slowdown or interruption of work of any kind during the term of this agreement.

### **ARTICLE 14 - PAID LEAVE**

#### **A. Holidays**

The holiday schedule for all unit members shall be as provided each year in the BOCES office calendar. Unit members shall be provided with the following paid holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, Day after or before Christmas (as set in the District calendar). Ten (10) and eleven (11) month employees will be paid only for holidays that fall during their scheduled work periods.

If a holiday falls on a Saturday then the holiday will be observed on Friday and if the holiday falls on a Sunday then the holiday will be observed on Monday.

If a unit member is required to work on a holiday as provided in the BOCES office calendar because a component school district is open on that day, the unit member will receive an alternate day off in exchange for working such holiday. The day is to be used during the same school year, and must be approved by the unit member's immediate supervisor.

#### **B. Vacation Days**

1. Vacation days will be allocated based on the number of months employed.
2. Vacation days shall be as follows:
  - a) Twelve (12) month employees - twenty-two (22) days per year, earned and may be used at the rate of 1.83 days per month of completed full month's employment.

- b) Eleven (11) month employees - seventeen (17) days per year, earned and may be used at the rate of 1.55 days per month of completed full month's employment.
  - c) Ten (10) month employees - twelve (12) days per year, earned and may be used at the rate of 1.20 days per month of completed full month's employment.
3. The lowest percentage of a day that may be taken for vacation is one-half (1/2) of a day.
  4. If an employee begins employment on or before the fifteenth (15<sup>th</sup>) day of the month, then the employee will receive a full month's employment credit, and if hired after the fifteenth (15<sup>th</sup>) day of the month, then no credit for that month.
  5. On July 1<sup>st</sup> of each year, the vacation days record reflecting the year just completed (fiscal year beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>) will be reviewed and updated for vacation days taken. Accumulated days for the year shall be credited by rounding off to the next highest whole day if the amount is greater than one-half (.5) of a day, or to the next lowest whole day if less than one-half (.5) of a whole day. Any half day will be recorded as one-half (.5) with no rounding off.
  6. Vacation days are to be requested in advance and must be approved by the unit member's immediate supervisor and recorded in the payroll department. Any changes from the schedule submitted shall be recorded with the business office within one week of return.
  7. Vacation days may be accumulated up to twenty-eight (28) days. Prior approval of the unit member's Division Director must be obtained if more than a block of fifteen (15) days of vacation is requested.
  8. If a vacation is requested, and the unit member is required to work because of District priorities, then the vacation time that may be carried over will be adjusted to reflect the time denied and added to credited vacation for the following year. The waiver on the amount carried over in this circumstance will exist only for the year following the denial and will not extend into another year.
  9. Unused accrued vacation days shall be paid to the employee at the time of separation.

### C. Personal Days

Each unit member covered under this Agreement shall be granted and be allowed to use three (3) personal leave days annually without loss of pay or other leave benefits. Any employee desiring personal leave shall notify his/her immediate supervisor in writing one day prior to taking a personal leave day(s) except in cases of emergency. Unused personal

days shall be added to accumulated sick leave at the end of each fiscal year. The purpose of personal leave is that of transacting business or personal affairs which cannot be transacted at any time other than the normal work day. An employee shall not be allowed to use personal leave days the day before or the day after a vacation period or holiday unless it is approved by the unit member's Division Director or in the case of an emergency.

D. Sick Days

1. Full-time twelve (12) month employees will be granted sick leave, without loss of salary, for personal illness in the amount of twelve (12) days per year. Up to six (6) days or ten percent (10%) of accumulated sick leave, whichever is greater, may be used for illness of spouse, child or parent.
2. Full-time eleven (11) month employees will be granted sick leave, without loss of salary, for personal illness in the amount of eleven (11) days per year. Up to six (6) days or ten percent (10%) of accumulated sick leave, whichever is greater, may be used for illness of spouse, child or parent.
3. Full-time ten (10) month employees will be granted sick leave, without loss of salary, for personal illness in the amount of ten (10) days per year. Up to six (6) days or ten percent (10%) of accumulated sick leave, whichever is greater, may be used for illness of spouse, child or parent.
4. Sick leave may be accumulated up to one hundred eighty-five (185) days. If, as of June 15th of each year, an employee has additional days accumulated beyond the maximum allowed, the employee will be paid fifteen percent (15%) of the per diem rate for each day in excess of the maximum.
5. Use of sick leave is to be recorded on the appropriate form, signed by the individual's immediate supervisor and recorded in the business office. A status report of accumulated sick days is to be shared with each unit member each July.
6. An employee will be requested to provide a statement from a physician's office of illness for themselves after five (5) consecutive days of paid sick leave and may be requested to provide physician's statements at ten (10) day increments thereafter until the employee returns to work. The statement shall include the diagnosis, activity restrictions, and date of expected return to his/her normal duties.
7. The District will extend to this unit the sick bank pursuant to Board policy.

E. Condolence Leave

Unit members will be allowed time off from duties in the event of a death in the unit member's immediate family. Such leave shall not exceed three (3) days, and shall be with pay. Immediate family shall be defined as children, spouse, parents, siblings, brother-in-

law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren. Depending upon who is living at the residence of the employee, the Superintendent, in his/her sole discretion, may include other people in the category of immediate family, if requested to do so by the employee. The Superintendent, in his/her sole discretion, may grant additional bereavement leave.

F. Association Days

The Association officers may be absent for the purpose of attending to Association business when designated to do so by the Association President. The District shall provide the Association with a total of four (4) such Association business days in any one school year. Such leave shall be on at least five (5) work days notification to the Superintendent or his/her designee and then only on approval of the Superintendent or his/her designee.

Time used for BASSA Administrative liaison committee meetings shall be exempt from the above limits

G. Jury Duty Leave

An employee who is summoned and is actually required to attend and serve as a juror will be paid the employee's normal per diem rate for the time actually lost from work due to such jury duty, and the employee shall submit to the District any remuneration received for such duty.

## **ARTICLE 15 - UNPAID LEAVE**

A. Leave of Absence

1. A leave of absence without pay or increment of up to one year may be granted to a unit member for personal reasons with the recommendation of the Superintendent and the approval of the Board. Additional leave may be granted at the discretion of the Board.
2. Such unpaid leave shall be without compensation in any form including the Board payment of any fringe benefits provided for herein or otherwise, but the employee may maintain health insurance coverage during such leave by payment to the District of the necessary monthly premium during the leave. The leave shall terminate on the date initially requested for termination by the employee and approved by the Board. The employee shall return to the same salary the employee had prior to the start of the leave. Seniority or salary increments will not accrue during any such leave of absence.



B. Child Care Leave

1. Child-rearing leave, not to exceed two (2) years, shall be granted to a unit member who has given ninety (90) days notice of intent to take such leave to the Superintendent for the purpose of caring for a child of the unit member, adopted child of the unit member, or anticipated adopted child of the unit member.
2. The intended date of return and the commencement date shall be specified by the unit member in the original request for leave. A unit member shall be entitled to a maximum of two (2) years of such leave within a four (4) year period. All such leaves shall be without compensation in any form, either wages or payment of any fringe benefits by the District except for that compensation required by the Family Medical Leave Act. However, the unit member may maintain health insurance coverage under the District's plan upon payment, to the District, of the monthly premium. The unit member shall return from the leave to the same salary as when the leave commenced.
3. There shall be no accrual of seniority while on such leave.

C. Days Off

Unit members shall be allowed to take up to three (3) days off per year without pay. These days shall be subject to the same rules as vacation.

- D. All unit members on unpaid leave are required to work a minimum of one hundred thirty (130) days in a given year before receiving a salary increase the following year.

## **ARTICLE 16 - MILEAGE ALLOWANCE**

All unit members covered by this contract shall be paid the Internal Revenue Service rate per mile on all authorized business for BOCES. All mileage driven between July 1 and December 31 will be submitted to the unit member's immediate supervisor prior to January 31 and will be paid at the IRS rate in effect at the time driven. Mileage driven between January 1 and June 30 will be submitted to the unit member's immediate supervisor prior to July 15 and will be paid at the IRS rate in effect at the time driven. Once a claim has been paid, there will be no recalculation for retroactive pay. Failure to submit claims to the immediate supervisor by the deadline dates will result in the denial of payment.

Mileage will be paid when distance driven in any workday exceeds the distance determined as the round trip distance from home to residence base home. The unit member's office most often driven to will be established as the residence base. When offices are driven to an equal number of times, the office closest to the unit member's home will be the residence base.

## ARTICLE 17 - PROFESSIONAL GROWTH

### A. Professional Leave

A unit member may be granted leave without loss of pay to attend professional meetings, conferences, and workshops as a general participant or presenter. The decision whether or not to grant or deny such leave shall be in the sole discretion of the Superintendent or his/her designee.

Unit members authorized by BOCES to attend conferences shall be reimbursed according to administrative regulation and Board policy. In addition, a unit member may, with the advance approval of the Superintendent or his/her designee, attend such conferences at his/her own expense.

### B. Other Professional Membership

The members of this unit may have their own membership dues paid to an educational agency or organization up to five hundred dollars (\$500). Membership dues in excess of five hundred dollars (\$500) may be approved by the Division Director.

### C. Additional Course Work

Unit members are encouraged to continue their education with relevant graduate course work or professional study, etc. While taking undergraduate courses is not encouraged, consideration will be given to such requests which the Superintendent or his/her designee determines will benefit BOCES.

1. Applications on a prescribed form must be submitted to the Superintendent or his/her designee for prior approval.
2. Unit members may be reimbursed for tuition, fees, books and materials. All books and materials for which reimbursement is received will become the property of BOCES and will become part of the professional library.
3. Reimbursement will be made upon the successful completion of the course and submission of proof of tuition payment. A copy of the final grade report, transcript, or certificate of completion, tuition bill and paid receipt must be submitted prior to reimbursement. Reimbursement will be made only for actual documented expenditures.
4. Such reimbursement will not be considered as a salary increment.
5. No course will receive approval for reimbursement where a course is to provide certification in the field in which the unit member is currently employed or if that certification was required at the time of the position appointment.

6. Certain seminars carrying no course credit will be given the same consideration as the above courses.
7. The Superintendent or his/her designee will make the final determination whether the course is relevant.
8. The maximum amount of money available per person for tuition, fees, books, and materials shall be two thousand dollars (\$2,000) per fiscal year, with a lifetime maximum per employee of twelve thousand dollars (\$12,000). If the employee expends more than two thousand dollars (\$2,000) in any one fiscal year, the additional reimbursement may be carried over and paid in subsequent fiscal years up to the two thousand dollars (\$2,000) limit per year and the lifetime maximum of twelve thousand dollars (\$12,000).

D. Adult Education Classes (thirty (30) hours or less)

The District agrees that any unit member shall be eligible to enroll in BOCES Adult Education classes for forty (40) percent of the standard registration fee. The unit member shall pay one hundred (100) percent of the registration cost for such classes at the time of enrollment. Upon submission of proof of successful completion of the course, the District will reimburse the employee for sixty (60) percent of the amount paid for the class. All supply costs are to be borne by the employee. Approval by the employee's Division Director will be required for courses of more than thirty (30) hours.

## **ARTICLE 18 - WORK YEAR AND HOURS**

- A. Unit members, as professionals, shall be expected to work a professional workday. The nature of BOCES programs may require unit members to work extra time or unusual hours to meet professional obligations. A professional workday shall normally be considered a minimum of seven and one-half (7-1/2) hours work per day, but such hours are flexible with approval of the Division Director.
- B. The work year for positions covered by this agreement shall be as follows:
  1. Twelve (12) month employees - July 1st to June 30th.
  2. Eleven (11) month employees - August 1st to June 30th.
  3. Ten (10) month employees - September 1st to June 30th.

The above list of time periods is what is to be normally considered for twelve (12), eleven (11) or ten (10) month employees, but such periods may be changed upon recommendation of the Division Director and approval of the Assistant District Superintendent.

## **ARTICLE 19 - PERSONNEL FILES**

- A. There will be only one (1) official personnel file for each individual in the Association, which will be kept in the District's Central Personnel Office.
- B. Unit members shall, upon request, be permitted to review their personnel file, accompanied by a unit representative of his/her choice. Such review will be by appointment only, and shall take place only in the administrative offices where such files are maintained, and shall take place only in the presence of a designated representative of the District.
- C. No material will be placed in a unit member's personnel file unless the unit member receives a copy and notification of intent to place said materials in the personnel file. The phrase cc: Personnel File at the bottom of the unit member's copy will serve as notice of intent to place said material in the personnel file.
- D. No anonymous complaint against any unit member shall be entered into the personnel file. Unit members shall be given the opportunity to respond to documents which are critical of such members, in writing, within thirty (30) calendar days of receiving notification of intent to place said materials in the personnel file. The unit members written response shall be placed in their personnel file.
- E. Unit members may submit relevant materials for inclusion in their files. Their inclusion in the file shall be determined by the appropriate Division Director. In the event a Division Director denies a request by a unit member to include material in their personnel file, such member may request a review of that determination by the Superintendent.

## **ARTICLE 20 - ANNOUNCEMENT OF JOB OPENINGS**

When a vacancy in an unencumbered position occurs or a new position is created in the unit, and the District decides to fill the vacancy in the unit, then the District will provide a vacancy notice to the President and Secretary of the Association at the time of the posting.

Within two (2) weeks after the Board appointment, the District will provide to the President of the Association the name, and position or title of the person hired.

## **ARTICLE 21 - HEALTH INSURANCE AND BENEFITS**

- A. Hospitalization and Medical Insurance
  - 1. Health Insurance will be provided upon employment according to a plan adopted by the Board. Such Plan will provide the following Health Insurance Options:

The District will provide to employees, whether they are enrolled under an individual or family plan, health insurance coverage and benefits at, or greater than, the levels set forth in the Allegany-Cattaraugus Schools Medical Plan and "Major/Medical" with "Managed Care", Preferred Provider Organization (PPO) with \$100 individual and \$200 family deductible, and with \$7 Brand Name, \$4 Generic, \$1 Mail Order Co-pay Prescription Plan. The above plan will be the Base Plan available to all employees covered under this agreement. The District will also make available a Health Maintenance Organization ("HMO") or Point of Service Plan ("POS"). Commencing July 1, 2006, all employees will contribute ten percent (10%) of the premiums for the health insurance plan of their choice, to a maximum of three and one half percent (3.5%) of annual salary.

2. Options The following options will be available:
  - a) The Base Plan with \$50 per individual and \$100 per family deductible. The employee will pay the premium difference between this plan and the Base Plan.
  - b) The Base Plan with \$250 per individual and \$500 per family deductible.
  - c) The Base Plan with \$500 per individual and \$1,000 per family deductible.
  - d) District sponsored Health Maintenance Organization (HMO) or Point of Service Plan (POS).
  - e) The Base Plan or any of the above Options a, b, c, d without the prescription plan.

Employees will receive fifty percent (50%) of the District's cost savings, if any, between the Base Plan and one of the above options. If the option costs more than the Base Plan, the employee will pay the difference. Employees may choose to redirect a portion of the premium savings, if any, from the above Options to be used in their flexible benefits plan account and/or a deferred compensation plan.

3. Open Enrollment - September 1st through September 30th shall be established as the open enrollment period for health insurance plans each school year. Employees may select and/or change their medical insurance coverage and/or options during the open enrollment period. Once elected, deduction and /or prescription options may not be changed during the plan year. Once elected, coverage may not be changed during the plan year except in the case of marriage, divorce, birth or adoption of a child, death, etc. Employees who lose coverage from another plan, after the open enrollment period, shall be eligible for coverage at the beginning of the next calendar month following the loss of coverage. Verification of loss of coverage may be requested by the District.

B. Unit members may elect to forego all medical insurance coverage and in lieu receive the greater of one thousand dollar (\$1,000) stipend or a stipend equal to one hundred and ten percent (110%) of the largest cash benefit offered for selecting optional coverage below the base plan. Unit members may elect to participate in the District's co-pay prescription plan only and receive a three hundred and fifty dollar (\$350) stipend. Unit members who utilize an individual plan will receive a three hundred dollar (\$300) stipend. Stipends may be placed in the unit member's flexible benefits plan or a Tax Sheltered Annuity ("TSA"). Another option will allow the stipend to be paid in cash through the regularly scheduled payrolls of the fiscal year.

C. Workers' Compensation Insurance

The District shall provide Workers' Compensation insurance coverage. Any employee injured during the course of employment must report the accident within 24 hours of the accident, on a form available in the District Personnel Office. If an employee is injured so that he/she is unable to work, the employee shall use his/her sick leave and assign to the District his/her Workers' Compensation insurance stipend.

Once the District receives the employee's Workers' Compensation insurance stipend, it will credit to the employee's sick leave the amount reimbursed. The reimbursed amount of sick leave shall be determined by dividing the employee's Workers' Compensation insurance stipend by the employee's daily rate of pay (returned days will be rounded to the nearest half day).

D. Disability and Life Insurance

The District will provide a group disability insurance policy for all unit members with a rider for life insurance amounting to ten thousand dollars (\$10,000).

E. Flexible Benefits Plan

1. The District will make available a flexible benefits plan for the benefit of unit members. These plans, sometimes called Cafeteria Plans, are a result of Code Section 125 of the Internal Revenue Code.
2. The District shall provide a "menu" of allowable non-taxable benefits to each unit member prior to September 1st of each year from which each unit member will select the benefits he/she wants.
3. During the open enrollment period, September 1st to September 30th of each year, each unit member will provide to the District his/her selection of benefits and election of redirection of salary to "pay for" these benefits. A unit member may elect not to participate in the plan.

4. A unit member can only enroll in the plan during the eligible enrollment period. However, if the unit member has a change in family status, i.e. marriage, divorce, death of a spouse or child, birth or adoption of a child, change in employment status of a unit member or spouse, the unit member may change his/her election. The unit member must report such changes to the plan within thirty (30) days of the change in status.
5. As each unit member incurs a qualifying expense, he/she shall submit a claim to the plan administrator who processes the claim and reimburses the employee from the money in the plan.
6. A unit member with less than three (3) years of continuous service earned through the employment of the District can annually redirect up to seven hundred dollars (\$700) for medical benefits and up to five thousand dollars (\$5,000) for dependent care benefits into his/her account. A unit member with three (3) years or more of continuous service earned through the employment of the District can annually redirect up to three thousand dollars (\$3,000) for medical benefits and up to five thousand dollars (\$5,000) for dependent care benefits into his/her account.
7. Any amount remaining in a unit member's account at the end of a school year will return to the District to pay the administrative costs of the plan. In the event that the "breakage" doesn't fully cover the administrative costs, each unit member will pay the remaining administrative costs up to a maximum of fifty dollars (\$50).
8. The plan shall include a provision to allow unit members to elect through the flexible benefits plan the cash option benefits provided in Section B above.

## **ARTICLE 22 - RETIREES HEALTH INSURANCE CONTINUATION PLAN**

### **A. Benefits**

Health insurance coverage for retirees will be based on the formula which combines length of service (one full year equals one unit,) accumulated sick leave, and the retiring person's age.

### **B. Eligibility**

Unit members retiring will be eligible for this benefit. To be eligible for this benefit, the unit member must qualify for retirement under the State Employees' or Teachers' Retirement System and have earned through the employment of the District at least ten (10) years of service (units of credit.)

1. Part-time employees providing service of less than one-half time do not gain service credit. Service of half time or more gains service credit on a pro-rated basis.

2. A minimum of twenty (20) weeks of employment in a single year is required to be eligible for any retirement credit for that year and to have that year counted towards units of service on a pro-rated basis.
3. Persons who are eligible for this benefit but decline coverage at the time of retirement can be covered at a later date subject to the normal terms and conditions of coverage of the insurance carrier. The length of time and percentage of coverage will be the amount remaining as if coverage had begun at the first date of eligibility.
4. Unit members must enter into a contract with the District which will establish their payment schedule. A copy will be kept on file with the Board Clerk.

#### C. Determining Credit

For each full year service unit as described in Section (B) above, the employee may gain a two percent (2%) credit paid by the District towards the payment of the plan. Such credit will accrue annually until it reaches forty percent (40%) for twenty (20) full years of service. For the twenty-first (21st) year of service and beyond, the unit member gains one percent (1%) credit annually. The plan is designed to provide coverage until the retiree reaches sixty-five (65) years of age or when Medicare eligibility begins. For those who choose to retire at age fifty-six (56) and after with greater than twenty (20) years of service, a second coverage option becomes available. Such coverage provides for either a greater contribution rate by the District as determined by years of service until age sixty-five (65) or for ten (10) years coverage at a rate of thirty-five percent (35%). The chart attached describes the options and can be used to determine the amount and the term of credit.

#### D. Coverage

1. Retiring employees are required to give prior notice of such intent six (6) months prior to the date of retirement. At the time of such notice it will be the employee's responsibility to obtain information from the District Personnel Office concerning health insurance coverage and retirement. If the retiring employee wishes to remain in the group under which he/she was covered prior to retirement, the employee will be allowed to do so if such coverage is available.
2. Prescription drug coverage will not be included in the Allegany-Cattaraugus Schools Medical Health Plan but the retiree may purchase such coverage through the group by separate agreement if such coverage is offered to the group.
3. A divorced spouse is not eligible for this benefit.
4. Following exhaustion of the paid benefits, retirees can continue group coverage by paying one hundred percent (100%) of the premium to the District through a separate agreement.



### BASSA RETIREE HEALTH INSURANCE

Years of Service		10	11	12	13	14	15	16	17	18	19	20
Age	Option	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS
55	1	20% 10	22% 10	24% 10	26% 10	28% 10	30% 10	32% 10	34% 10	36% 10	38% 10	40% 10
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
56	1	20% 9	22% 9	24% 9	26% 9	28% 9	30% 9	32% 9	34% 9	36% 9	38% 9	40% 9
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
57	1	20% 8	22% 8	24% 8	26% 8	28% 8	30% 8	32% 8	34% 8	36% 8	38% 8	40% 8
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
58	1	20% 7	22% 7	24% 7	26% 7	28% 7	30% 7	32% 7	34% 7	36% 7	38% 7	40% 7
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
59	1	20% 6	22% 6	24% 6	26% 6	28% 6	30% 6	32% 6	34% 6	36% 6	38% 6	40% 6
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
60	1	20% 5	22% 5	24% 5	26% 5	28% 5	30% 5	32% 5	34% 5	36% 5	38% 5	40% 5
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
61	1	20% 4	22% 4	24% 4	26% 4	28% 4	30% 4	32% 4	34% 4	36% 4	38% 4	40% 4
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
62	1	20% 3	22% 3	24% 3	26% 3	28% 3	30% 3	32% 3	34% 3	36% 3	38% 3	40% 3
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
63	1	20% 2	22% 2	24% 2	26% 2	28% 2	30% 2	32% 2	34% 2	36% 2	38% 2	40% 2
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
64	1	20% 1	22% 1	24% 1	26% 1	28% 1	30% 1	32% 1	34% 1	36% 1	38% 1	40% 1
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10
65	1	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	35% 10

## BASSA RETIREE HEALTH INSURANCE

Years of Service		21	22	23	24	25	26	27	28	29	30
Age	Option	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS	% YRS
55	1	41% 10	42% 10	43% 10	44% 10	45% 10	46% 10	47% 10	48% 10	49% 10	50% 10
	2	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
56	1	41% 9	42% 9	43% 9	44% 9	45% 9	46% 9	47% 9	48% 9	49% 9	50% 9
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
57	1	41% 8	42% 8	43% 8	44% 8	45% 8	46% 8	47% 8	48% 8	49% 8	50% 8
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
58	1	41% 7	42% 7	43% 7	44% 7	45% 7	46% 7	47% 7	48% 7	49% 7	50% 7
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
59	1	41% 6	42% 6	43% 6	44% 6	45% 6	46% 6	47% 6	48% 6	49% 6	50% 6
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
60	1	41% 5	42% 5	43% 5	44% 5	45% 5	46% 5	47% 5	48% 5	49% 5	50% 5
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
61	1	41% 4	42% 4	43% 4	44% 4	45% 4	46% 4	47% 4	48% 4	49% 4	50% 4
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
62	1	41% 3	42% 3	43% 3	44% 3	45% 3	46% 3	47% 3	48% 3	49% 3	50% 3
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
63	1	41% 2	42% 2	43% 2	44% 2	45% 2	46% 2	47% 2	48% 2	49% 2	50% 2
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
64	1	41% 1	42% 1	43% 1	44% 1	45% 1	46% 1	47% 1	48% 1	49% 1	50% 1
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10
65	1	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
	2	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10	35% 10

E. Reserve

5. A unit member can use their accumulated sick leave to fund a reserve described below which will pay their portion of the health insurance commencing on July 1 of the fiscal year following retirement as determined by their service credit until the reserve is no longer sufficient to pay the equivalent of one month's premium.
6. The reserve shall be calculated as follows: The District will determine the retiree's accumulated number of sick days (up to an allowable total maximum of one hundred and seventy (170) days as of June 30th of the retiree's last full school year of active employment in the District.) The per diem rate, which is set at sixty dollars (\$60) per day, will be multiplied by the number of unused accumulated sick days in order to calculate the reserve.
7. When the reserve is completely used up, the retiree has the right to continue in the District health insurance but must pay for his/her portion of the health insurance premium according to the unit member's service credit. If the unit member's payment falls behind, his/her membership will be cancelled.
8. A spouse of a deceased retired employee can participate in the level of coverage up to the length of time provided by the reserve. Once the reserve is exhausted the spouse may participate in the District's health insurance coverage by timely paying the monthly premium rate to the District business office.
9. In lieu of a reserve, the unit member may opt to receive a cash payment that will be made on the final payday of the unit member's final contract year. The payment will be made in a separate check. Deduction from the check to the NYS Retirement System will be made at the existing rate of contribution, where applicable.  
  
Once the cash buyout is opted, the employee can come back into the plan only by paying one hundred percent (100%) of the employee's share of the premium as determined by his/her service credit. The ten-year coverage limit is still applicable from the initial date of retirement.
10. The total the Board will be obligated to expend for the reserve for retirees health insurance and the cash buyout in any fiscal year shall not exceed fifteen thousand dollars (\$15,000), plus up to a fifteen thousand dollar (\$15,000) rollover from the previous year, thirty thousand dollars (\$30,000) maximum total in any one fiscal year. Should the number of unit members retiring result in terminal leave benefits in excess of the above dollar amount, then the amount will be prorated among those retiring in direct proportion to the individual's eligible days.

## ARTICLE 23 - COMPENSATION

BASE SALARY - All personnel covered by this contract shall be paid in accordance with the following procedure for salary calculation:

- A. A compilation of the previous school year's salary data for returning secondary principals -- inclusive of K-12 positions -- for component districts in the Cattaraugus-Allegany BOCES who have reached settlements will be made available to the negotiating committee. For example, the 2004-05 salary data for returning secondary principals will be used to calculate the 2005-06 dollars available for distribution within the unit.
- B. The committee will use the salary data for the purpose of establishing a percentage increase to determine new monies available. That data will be used to determine the mean of the settlements of the school districts. The data to be used to determine the mean of the school districts will include all settlements by December 1 with at least seventy-five percent (75%) of the positions settled. If seventy-five percent (75%) of the positions have not been settled by December 1, the date will be extended until such time as seventy-five percent (75%) of the positions have been settled.  
  
The percentage of increase will reflect the total enhancement of gross salary for the unit. Gross salary will not include breakage or new FTE impact.
- C. The negotiating committee will resolve any discrepancies in reported settlements. If the committee is unable to resolve the discrepancy then they will average the two figures together.
- D. The negotiating committee will resolve any aberrations in reported settlements -- for example, no increase in salary or an unusually large salary increase for a particular high school principal -- and determine "if" and "how" the data for that position will be used in the calculation process.
- E. The average calculated above will be expressed as new dollars. The negotiating committee will determine the plan (or formula) for the distribution of new monies.
- F. New employees shall be compensated as follows:
  - 1. Employees hired July 1 through December 31 shall receive one hundred percent (100%) of the agreed upon distribution for that position for July 1 of the next fiscal year.
  - 2. Employees hired January 1 through March 31 shall receive fifty percent (50%) of the agreed upon distribution for that position for July 1 of the next fiscal year; and
  - 3. Employees hired April 1 through June 30 WILL NOT receive any salary increase for the next fiscal year.

4. These rules also apply to current employees who are reclassified or moved to another position in the unit, either voluntarily or involuntarily.

## **ARTICLE 24 - LONGEVITY**

Commencing July 1, 2006, unit members will receive an annual longevity stipend of \$500 for each five (5) years of service completed with the BOCES. This amount will be paid as an annual stipend and not included in base salary. Service credit will be calculated and paid as of June 30 of each year. Unit members may choose to redirect any portion of the stipend into a flexible benefits plan or deferred compensation plan. Unit members hired prior to December 1, 2005 with less than five (5) years of service will receive the \$500 stipend for five (5) years of service commencing on July 1, 2006 regardless of the fact that they have not yet reached the first five (5) year milestone. These individuals will not receive an additional \$500 upon reaching five (5) years but must wait until ten (10) years for the next increment.

▪ 5-9 years	\$500
▪ 10-14 years	\$1,000
▪ 15-19 years	\$1,500
▪ 20+ years	\$2,000

## **ARTICLE 25 - PART-TIME BENEFITS**

- A. Unit members regularly scheduled to work at least fifty percent (50%) but less than one hundred percent (100%) are eligible for these benefits:
  1. Health insurance coverage as provided to full-time employees on a pro-rated basis of percentage of time regularly worked. (Any part-time employees hired prior to July 1, 2005 will be grandfathered to receive full health benefits.)
  2. Vacation, sick, and personal days, all pro-rated on the basis of percentage of time regularly worked; and
  3. Paid holidays that fall during their regularly scheduled work periods.

Unit members regularly scheduled to work at least fifty percent (50%) but less than one hundred percent (100%) are NOT eligible for life insurance, disability insurance, payment of professional membership dues, or reimbursement for coursework.

- B. Unit members regularly scheduled to work forty-nine percent (49%) or less are NOT eligible for the benefits noted in Section (A) above. However, such employees can obtain group health insurance through BOCES by paying one hundred percent (100%) of the premium to the District.

