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#### Contract Database Metadata Elements

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AGREEMENT

between

DISTRICT SUPERINTENDENT

ERIE 2 - CHAUTAUQUA - CATTARAUGUS BOCES

and

ADMINISTRATIVE

MANAGEMENT

ASSOCIATION

July 1, 2007 - June 30, 2010

**RECEIVED**

APR 23 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

3P



T A B L E   O F   C O N T E N T S

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## PREAMBLE

This Agreement is by and between the District Superintendent serving the Board of Cooperative Educational Services of Erie, Chautauqua, and Cattaraugus Counties District Number 2 (hereinafter called the "District") and the Administrative Management Association (hereinafter called the "Association").

## ARTICLE I - RECOGNITION

### SECTION 1.1 RECOGNITION

1.1.1 The Board hereby recognizes the BOCES Administrative Management Association as the exclusive bargaining agent and representative for all middle management personnel in the Second Supervisory District. The professional positions incorporated in such recognition include, but are not limited to, those listed below:

Adult and Community Education Coordinator  
Comprehensive Health Coordinator  
Data Management Specialist  
Distance Learning Specialist  
District Safety Specialist  
Head Custodian  
Health/Safety/Energy Coordinator  
Health Care Services Specialist  
Instructional Media Specialist  
Instructional Services Specialist  
Instructional Technology Coordinator  
Network Specialist I  
Network Specialist II  
Prevention Education Specialist  
Program Operations Specialist  
Project Know Specialist  
Public Information Officer  
Public Relations Specialist  
School Improvement Coordinator  
School Library System Coordinator  
Science Resource Coordinator  
Senior Building Maintenance Mechanic  
SETRC Coordinator  
SETRC Training Specialist  
Staff Development Specialist

Superintendent of Buildings and Grounds  
Technology Specialist  
Transition Specialist

And any other professional position established by the District. Should the BOCES determine to add new titles to the unit, the President of the Association shall be notified and provided the opportunity to have input into the placement of titles within compensation groups. The ultimate decision however will remain with the BOCES administration and is not subject to the grievance process.

- 1.1.2 Any and all newly-created or substantially altered existing Association positions shall be automatically included in this recognition and shall be represented by the Association of the Second Supervisory District of Erie, Chautauqua, and Cattaraugus Counties for the purpose of determining the terms and conditions of their employment upon the creation or alteration of such positions.

## **ARTICLE II - DEFINITIONS**

### SECTION 2.1 DEFINITIONS

- 2.1.1 "DISTRICT" or "BOCES" means the Board of Cooperative Educational Services of Erie 2, Chautauqua, Cattaraugus Counties and applies to all personnel (e.g., the District Superintendent/Executive Officer, and all other management staff) and bodies (e.g., the Board of Cooperative Educational Services itself) properly authorized to act on behalf of the BOCES.
- 2.1.2 "BOARD" means the Board of Cooperative Educational Services itself and applies only when it is intended that the Board itself shall act or refrain from action.
- 2.1.3 "DISTRICT SUPERINTENDENT/or HIS/HER DESIGNEE" means the person appointed to serve on a regular or acting basis as the District Superintendent/Executive Officer or a person designated to act for the District Superintendent by the District Superintendent.
- 2.1.4 "ASSOCIATION" means the Administrative Management Association.

- 2.1.5 "PARTY" means the BOCES or Association.
- 2.1.6 "PARTIES" means the BOCES and the Association.
- 2.1.7 "AGREEMENT" means this Agreement, all appendices referred to in this Agreement, and all amendments to this Agreement.
- 2.1.8 "UNIT MEMBER" means a member of the bargaining unit as stipulated in Section 1.1.1.

### ARTICLE III - WORK YEAR

#### SECTION 3.1 WORK YEAR

- 3.1.1 A twelve (12) month unit member is defined as one whose service is for the period of July 1 to June 30 of the following year.
- 3.1.2 An eleven (11) month unit member is defined as one whose service includes twenty (20) work days in addition to that of a ten (10) month unit member.
- 3.1.3 A ten (10) month unit member is defined as one whose service will equate to two hundred (200) days (10 months) but not necessarily following the typical ten (10) month school calendar. In the event that ten (10) month employees are requested to work during the summer months, those dates will be recorded and the regular paychecks may or may not be altered consistent with lawful Human Resources practices. Compensatory days off will be agreed upon between the Director and employee no later than September 30<sup>th</sup> of that current school year.
- 3.1.4 The annual work year may be rearranged upon mutual agreement of the unit member and Divisional Director, as may be needed, for some or all ten (10) and eleven (11) month positions. Such rearranged work year will not exceed the work totals stipulated in 3.1.2 and 3.1.3.
- 3.1.5 Ten (10) and eleven (11) month full-time unit members shall receive full benefits, prorated salary, prorated vacation, and prorated leave days.



- 3.1.6 Ten (10), eleven (11) and twelve (12) month part-time unit members shall receive prorated salaries and benefits in accordance with the stipulations of this section.
- 3.1.7 The BOCES may unilaterally change to a semi-monthly payroll distribution at the start of a contract year in the future. The District will provide no less than sixty (60) days notice of the change to the Association President. The District will invite the Association President to participate in a discussion of the semi-monthly payroll schedule no less than forty-five (45) days before such change is implemented. When such change is ready for implementation, the members will receive at least ten (10) working days written notice prior to the change. The semi-monthly payroll distribution will provide payroll on the 15<sup>th</sup> and the last business day of the month. If the 15<sup>th</sup> is a Saturday, payment will be made on Friday (the 14<sup>th</sup>). If the 15<sup>th</sup> is a Sunday, payment will be made on the Monday (the 16<sup>th</sup>).

#### **ARTICLE IV - NEGOTIATION PROCEDURES**

##### SECTION 4.1 NEGOTIATION PROCEDURES

- 4.1.1 If a successor Agreement is not created prior to the expiration of the present one, either party may request the assistance of mediation from the State Public Employment Relations Board. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or without its own ranks.
- 4.1.2 While no final agreement shall be executed without ratification by the Association and authorization by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, reach compromises in the course of negotiations and negotiate in good faith.
- 4.1.3 Neither party will release any information covering negotiations except by mutual consent until such time as a full agreement is reached or an impasse has been declared by either party.

**ARTICLE V - CONCERNING THIS AGREEMENT**

SECTION 5.1 DURATION

5.1.1 This Agreement shall be effective on the date it is signed by both parties and subsequently retroactive to July 1, 2007, (unless a different effective date is set forth for a particular provision in which case such different date shall be controlling) and shall continue in effect through June 30, 2010.

SECTION 5.2 ZIPPER CLAUSE

5.2.1 It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified, only through voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

SECTION 5.3 SAVINGS CLAUSE

5.3.1 This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. If any provision of this Agreement or any application of this Agreement to any administrator or group of administrators 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 full force and effect.

**ARTICLE VI - GRIEVANCE PROCEDURE**

SECTION 6.1 GRIEVANCE PROCEDURE

6.1.1 The parties hereto agree to cooperate in an efficient and professional manner by providing proper channels and scheduling necessary meetings for the purpose of solving problems or resolving grievances within the Administrative Management Association. Should any problems or grievances not be properly and satisfactorily resolved within a reasonable

length of time (thirty [30] calendar days), the parties agree to establish a tripartite fact-finding committee whose function shall be to investigate the problem and make a recommendation to the District Superintendent for the settlement of such problems or grievances. The tripartite committee shall be composed of one AMA representative (other than the aggrieved), selected by the AMA; one Management representative, selected by the District Superintendent; and a neutral, selected by mutual agreement by the AMA representative and the Management representative. The neutral, who shall be the chairman of the committee, may be a member of the community, a Center for Dispute Settlement Mediator, or a PERB representative. The neutral's salary and other expenses shall be shared equally by the AMA and the District.

## **ARTICLE VII - REPRESENTATION**

### **SECTION 7.1 REPRESENTATION**

7.1.1 AMA unit members shall have the right to be represented by themselves and/or a designee in meetings which deal with discipline, reprimand or dismissal of said unit member, including grievance meetings.

## **ARTICLE VIII - PERSONNEL FILES**

### **SECTION 8.1 PERSONNEL FILES**

8.1.1 No materials of a potentially detrimental nature shall be placed in a unit member's file unless the unit member has had the opportunity to read the material. The unit member shall acknowledge that he/she has read such materials by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed and shall not necessarily indicate agreement with its contents. The unit member shall have a right to respond in writing to any material filed and his/her response shall be attached to the file copy.

## ARTICLE IX - EVALUATIONS

### SECTION 9.1 EVALUATIONS

9.1.1 The performance of all unit members shall be evaluated in writing, at least once per year. Non-tenured or probationary members shall be evaluated at least twice per year. All evaluations will be completed by the District Superintendent or his/her designee, a certified administrator or civil service supervisor, through a procedure mutually established between the Association and the District Superintendent.

For non-tenured or probationary members, at least one of the two annual performance evaluations will be conducted with the involvement of the Director, who makes tenure and permanent placement recommendations.

If the performance evaluation of an AMA member by an AMA supervisor requires action for improvement (counseling memo, action plan development, etc.), Directors or other administrators within the E<sub>2</sub>CCB organization who are familiar with the job duties and responsibilities of the AMA member will conduct the evaluation.

In the event this involves a non-tenured or non-permanent member, the second annual evaluation will be conducted by an administrator familiar with the duties of the AMA member and who did not conduct the first performance evaluation. This evaluation will hold the signature of the second administrator. This intervention may only be invoked once within the tenure period and is not intended to replace the role of the AMA supervisor in evaluating AMA members.

9.1.2 The original copy of the evaluation shall be placed in the unit member's personnel file.

9.1.3 Unit members shall have the right to respond in writing within thirty (30) calendar days to their evaluations and such responses shall be attached to their evaluations.

## ARTICLE X - UNIT VACANCIES

### SECTION 10.1 UNIT VACANCIES

- 10.1.1 The Association shall be notified of all unit positions declared vacant as well as the creation of any new positions.

## ARTICLE XI - LEAVES OF ABSENCES WITHOUT PAY

### SECTION 11.1 CHILD-BEARING/CHILD-REARING AND CHILD-REARING LEAVE

- 11.1.1 In the event a unit member desires a child-bearing/child-rearing leave, the unit member shall give written notice to the District Superintendent no later than the thirtieth (30<sup>th</sup>) consecutive day (waived in emergency situations) prior to the anticipated delivery date. The child-rearing portion of the leave shall begin when the unit member's disability ends and the notice shall specify when the unit member desires the child-rearing leave to end.
- 11.1.2 In the event a unit member, male or female, desires a child-rearing leave, the unit member shall give written notice to the District Superintendent no later than the thirtieth (30<sup>th</sup>) consecutive day (waived in emergency situations) prior to the anticipated delivery date. The notice shall specify when the unit member desires the child-rearing leave to end.
- 11.1.3 If the unit member takes either a child-bearing/child-rearing or a child-rearing leave, such leave will terminate at the end of one of the semesters in the following two (2) school years as the unit member determines. Exception to the requirement of returning at the end of a semester may be granted by the District Superintendent upon the request of the unit member.
- 11.1.4 A unit member wishing to terminate a leave previously requested for child-rearing purposes shall be entitled to do so if notice is given at least thirty (30) days prior to the beginning of the semester in which the unit member desires to return to work.
- 11.1.5 A unit member shall be entitled to return to the unit member's former position unless it has been abolished, in which case the unit member will be entitled to return to any vacant position in the bargaining unit for which the unit member is

fully qualified. If the leave is for one (1) year or more and ends during the school year, the unit member shall return to the former position at the beginning of the following school year unless otherwise mutually agreed.

- 11.1.6 The full semester or semesters while the unit member is on child-bearing/child-rearing or child-rearing leave will not be counted as service for salary credit, sick leave or other benefits based on length of service.
- 11.1.7 The unit member may take either a child-bearing/child-rearing leave or child-rearing leave but may not take both for any one (1) pregnancy.
- 11.1.8 A child-rearing leave may be taken for the adoption of a child under five (5) years of age.
- 11.1.9 A unit member shall be permitted to utilize sick leave entitlements for the personal disability period associated with child-bearing.

#### SECTION 11.2 PERSONAL LEAVE

- 11.2.1 A leave of absence without pay or benefits for up to one (1) school year for personal reasons may be granted by the Board of Cooperative Educational Services with the recommendation of the District Superintendent. The granting or denial of such leave shall not establish a precedent or practice binding on the District. This section of the Agreement shall not be subject to the Grievance Procedure nor shall it be subject to litigation or any other administrative or legal forum.

### **ARTICLE XII - LEAVES WITH PAY**

#### SECTION 12.1 LEAVE DAYS

- 12.1.1 The provisions of this section shall apply only to any and all employees that have been hired on or before June 30, 1997.

Continuing unit members shall be credited with leave days with pay according to the schedule herein on July 1 of each year.

All unused leave days will accumulate as sick leave at the end of each year.

Therefore, a continuing full-time twelve (12) month unit member will have access to twenty (20) leave days and accumulated sick leave on the first day of each work year. These may total more than two hundred sixty (260) days.

On May 1 of each year, unit members will be compensated for sick leave days in excess of two hundred sixty (260) days at twenty-five percent (25%) of their daily rate of pay. (Daily rate of pay will be determined by dividing annual salary by two hundred forty (240) days.)

Full-time twelve (12) month unit members who begin employment during the work year shall be credited with leave days on a prorata basis at the onset of employment.

Unit members will receive leave days as follows:

12 Month	20 days
11 Month	18 days
10 Month	16 days

Part-time unit members shall have their leave days prorated.

12.1.2 This section shall apply only to those employees hired after July 1, 1997.

Continuing unit members shall be credited with leave days with pay according to the schedule herein on July 1 of each year.

All unused leave days will accumulate as sick leave at the end of each year.

Therefore, a continuing full-time twelve (12) month unit member will have access to twenty (20) leave days and accumulated sick leave on the first day of each work year. These may total more than two hundred sixty (260) days.

Unit members hired on and after July 1, 1997, shall not receive any payment for days in excess of two hundred sixty (260) days.

Full-time twelve (12) month unit members who begin employment during the work year shall be credited with leave days on a prorata basis at the onset of employment.

Unit members will receive leave days as follows:

12 Month	20 days
11 Month	18 days
10 Month	16 days

Part-time unit members shall have their leave days prorated.

#### SECTION 12.2 SICK LEAVE BANK

12.2.1 During his/her service with the District, a unit member shall have only one (1) opportunity to become a member of the bank. The District shall provide each new unit member with a form for this purpose which must be completed and signed within the first thirty (30) days of employment in the District indicating whether he/she chooses or declines to join the bank.

#### SECTION 12.3 JURY DUTY

12.3.1 If unit members are absent for jury duty, the District will pay the regular rate of salary minus any stipend paid for jury duty excluding mileage and food stipends.

#### SECTION 12.4 VACATION

12.4.1 Continuing unit members shall be credited with vacation days with pay according to the schedule herein on July 1 of each year.

New unit members with less than one (1) year of service, but employed prior to April 1, will receive prorated accruals of vacation on the preceding July 1.

New unit members whose employment begins subsequent to April 1 shall have their earned prorated accruals credited on the succeeding July 1.

Vacation days may be taken at the discretion of the unit member with the approval of the immediate supervisor.

Unit members will receive vacation as follows:



12 Month	20 days
11 Month	18 days
10 Month	16 days

Part-time unit members shall have their vacation prorated.

- 12.4.2 Up to ten (10) accrued vacation days not used by the following June 30 will be carried over into the next work year. Days in excess of ten (10) days but less than twenty (20) days may be carried over to the next work year with the approval of the unit members' director. However, no unit member may exercise his/her rights under this section for two (2) consecutive years.
- 12.4.3 When a unit member retires, the District shall reimburse the unit member in a lump sum for all accrued vacation days (i.e., number of accrued days times the unit member's daily rate of pay).
- 12.4.4 Unit members who voluntarily terminate BOCES employment may use accrued vacation time as paid terminal leave.
- 12.4.5 Vacation for ten (10) month employees - Notwithstanding any other provisions of this Agreement, or any other past practice, vacation for ten (10) month employees shall be determined as sixteen (16) days. Ten (10) month employees shall be required to account for any time taken off between September 1 and June 30 against this sixteen (16) day allotment. Any time taken off during recess periods must be accounted for as part of the sixteen (16) day allotment by said ten (10) month employees, regardless of any past practice or previous interpretation of this contract.
- 12.4.6 Upon completion of four (4) years of service within the AMA unit all members will be granted one (1) additional vacation day to be awarded the subsequent July first.

SECTION 12.5 BEREAVEMENT LEAVE

- 12.5.1 Leave for death in the family shall be granted for a maximum of five (5) days, such time not deductible from sick leave. "Family" shall be defined for such leave to include wife, husband, mother, father, including step parents, son/daughter, including step children, step grandchildren, legal guardian, legal ward, sister/brother, father-in-law, mother-in-law,

grandchildren, grandparent or person residing, on other than a temporary basis, in the employee's household. Leave for the death of the AMA member's sister-in-law, brother-in-law, aunt, uncle, niece or nephew shall be granted for one (1) day, such time not deductible from sick leave.

## ARTICLE XIII - HOLIDAYS

### SECTION 13.1 HOLIDAYS

13.1.1 The following legal holidays will be granted with pay to the Association members:

New Year's Eve	Labor Day
New Year's Day	Columbus Day
Presidents' Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

## ARTICLE XIV - HEALTH INSURANCE

### SECTION 14.1 BASIC

AMA members will contribute five percent (5%) of the costs of their health insurance plan. The District offers three (3) health insurance plans which are identified as PLAN A, PLAN B and Independent Health.

#### 14.1.1 PLAN A

The District shall contribute full payment for full-time unit members for family or single coverage, as applicable for Blue Cross plans 4 and 6 and Blue Shield plans 82 and 83 with fifty dollar (\$50) deductible major medical rider. Either the District or the Association may propose a change in the health insurance plan. If there is a change in carrier, plans shall be equal to benefits now provided. No changes may be made, however, without the consent of both parties. There shall be no payment for health insurance by the District during any unpaid leave taken by a unit member. The unit member may continue health insurance coverage by paying the premium to the District.

Single and Family Coverage:

Blue Cross Rider	8	Dependent coverage, age 23
Blue Cross Rider	9	Ambulance service
Blue Shield Rider	3	Extended coverage, 365 days
Blue Shield Rider	8	Medical surgical dependent to 23
Blue Shield Rider	12	Laboratory & pathological exam
Blue Shield Rider	21	Psychiatric care

It should be noted that, effective July 1, 1988, BOCES shall no longer be required to provide prescription and dental coverage under the former Erie Health Plan (i.e., Plan A of this Agreement).

14.1.2 PLAN B

The District shall contribute full payment for full-time unit members for Blue Cross/Blue Shield hospitalization insurance for the individual and family plans and shall provide the full cost of a ten thousand dollar (\$10,000) face value life insurance and major medical insurance for the individual and family plans. Further, the District shall provide the following riders to Blue Cross/Blue Shield coverage.

Single and Family Coverage:

Blue Cross Rider	8	Dependent coverage, age 23
Blue Cross Rider	9	Ambulance service
Blue Shield Rider	4	Emergency accident and medical care and out-patient
Blue Shield Rider	8	Medical surgical dependent to 23
Blue Shield Rider	12	Laboratory and pathological exam
Blue Shield Rider	21	Psychiatric care

14.1.3 INDEPENDENT HEALTH - HEALTH INSURANCE FOR EMPLOYEES HIRED ON  
OR AFTER JULY 1, 1997

The benefits of this paragraph shall apply to health insurance eligibility for any employees hired on and after July 1, 1997.

Notwithstanding any other provision of this comprehensive Agreement or Civil Service Law §209(1)(a)(e), new hires on and after July 1, 1997, shall be eligible only for Independent Health, Encompass B-1 with rider 38 (seven dollar (\$7) Rx

without birth control) and a rider providing for coverage to age twenty-three (23) for full-time college/university students.

Such new unit member shall be eligible only for this health insurance coverage during their first three (3) years of employment, or the granting of tenure after which they shall be eligible to select any other offered health insurance coverage subject to the terms and conditions of the remainder of the collective bargaining agreement at that time.

Existing employees hired before July 1, 1997, are eligible for Independent Health insurance at their option.

The District may, at its option, select another carrier or carriers to provide some or all of the coverage above but such coverage must be significantly equivalent to the coverage specified above.

#### SECTION 14.2 125 PLAN

- 14.2.1 The District shall establish a legally constituted Flexible Benefit Plan pursuant to Internal Revenue Code Section 125. For individuals enrolled in the health insurance program, the District shall contribute eight hundred dollars (\$800) for a single plan and for a family, one thousand eight hundred fifty dollars (\$1,850) per year. Any unused funds will revert to the District. For unit members hired after 7/1/07, if the unit member elects the annual cash stipend the District shall contribute six hundred dollars (\$600) per year. For unit members hired prior to 7/1/07, who do not participate in the health insurance program, the District will contribute eight hundred dollars (\$800) per year.
- 14.2.2 The use of the fund shall be for any proper purposes within IRS Code Section 125.
- 14.2.3 Bills for any of the above will be submitted to the provider and be reimbursed whenever possible within one (1) month, not to exceed the amounts in 14.2.1 above.
- 14.2.4 Unit members may opt to apply all or any part of their annual fund allocation toward premiums for a group (BOCES) or personal health insurance, dental, prescription, vision or group term life insurance plan(s) for themselves and their dependents.

SECTION 14.3 GENERAL INFORMATION

- 14.3.1 Unit members in either of the plans on the execution date of this Agreement shall remain in that plan unless they request a change by August 1 of each year of this Agreement. Such change to be effective through the following September 1.
- 14.3.2 Employees of the District hired after 7/1/07 who do not participate in the health insurance program shall be eligible for an annual one thousand dollar (\$1,000) medical insurance waiver. Members grandfathered into the waiver rate are those members who received a waiver in the 2007-08 school-year. This amount will be the maximum dollar amount awarded during the contract period 7/1/2007 - 6/30/2010. Should any of these members elect to participate in health insurance and subsequently elect to receive a waiver again, the amount shall be one thousand dollars (\$1,000). Unit members electing this option may not re-enter the insurance program for one (1) year and must make known their intention by August 1 of each year. This money shall be paid semi-annually in a separate check.
- 14.3.3 All AMA employees who separate service from the BOCES shall provide a letter of resignation or retirement to the District Superintendent no less than thirty (30) days prior to separation. The District Superintendent or his/her designee may waive the thirty (30) day notice requirement at his/her discretion without setting precedent.

SECTION 14.4 RETIREMENT

- 14.4.1 Employees employed by the District on or before June 30, 1997, shall be entitled to the following benefits of this section of the contract.
- A. A unit member who is eligible for retirement under the New York State Retirement System, and who retires on or after June 30, 1987, may have health insurance continuation pursuant to this paragraph. Such unit member will continue to be covered by the Health Insurance plan from and after his/her retirement date for as long a period as the amount of money derived by multiplying the number of the unit member's accumulated sick days upon retirement by one hundred fifty dollars (\$150) will pay the full premium charged for such

coverage during such period. As of July 1, 1997, the cash payment option is no longer available to any existing BOCES' employee.

- B. Dependents' Rights - Should a unit member's death occur prior to the exhaustion of the amount determined in 14.4.1 A. above the unit member's dependents/spouse, shall be continued in the health insurance program under the conditions set forth in 14.4.1 A. above.
- C. Preservation of Benefits for Long Term Employees - The terms and conditions of this paragraph, 14.4.1 C., shall only be available to the following listed BOCES' employees (which have five (5) years of service as of July 1, 1997) hired on or before July 1, 1992:

Garry Dole - Science Resource Coordinator  
Andy Ippolito - Health/Safety/Energy Coordinator

This paragraph shall not apply to any other employees of the BOCES regardless of hire.

A unit member age fifty (50) or older with at least ten (10) years of unit service or with at least five (5) years of unit service and at least fifteen (15) years of BOCES' service, shall have the benefits of health insurance continuation pursuant to 14.4.1 A. above preserved until age fifty-five (55) or older if the unit member voluntarily terminates his/her service to the BOCES as follows:

1. The Benefits of 14.4.1 A. shall be calculated as of the last day of service with the BOCES and cannot thereafter be increased.
2. The unit member and the BOCES shall agree on the calculation of the benefit (14.4.1 A.) in a mutually executed memorandum.
3. The unit member must be at least fifty-five (55) years of age on the date of implementation.
4. In the event of a unit member's death after termination of service, but prior to the implementation of 14.4.1 A., the unit member's

dependents/spouse or estate shall have rights to  
14.4.1 A.

14.4.2 The terms and conditions of this paragraph shall apply to health insurance continuation for retirees for those persons first hired by the BOCES on or after July 1, 1997. For such new hires on and after July 1, 1997, the value of unused sick leave is to be calculated by using the number of accumulated sick leave days up to one hundred sixty (160 in the 2007-08 year, 170 in the 2008-09 year and 180 in the 2009-10 year) maximum multiplied by one hundred fifty-five dollars (\$155) per day. The sum of this calculation shall produce the maximum amount of any fund available for the payment of health insurance at retirement for such new hires on and after July 1, 1997.

#### **ARTICLE XV - MISCELLANEOUS**

##### SECTION 15.1 CONFERENCE REIMBURSEMENT

15.1.1 Unit members attending authorized conferences shall be reimbursed, for approved expenses, upon submission of appropriate vouchers with applicable receipts.

##### SECTION 15.2 MILEAGE REIMBURSEMENT

15.2.1 BOCES will reimburse unit members, at the IRS approved rate, for use of their personal automobiles while on official business. Whenever practical, however, they will use BOCES' owned vehicles.

##### SECTION 15.3 COURSE WORK

15.3.1 Unit members, who have prior approval of the District Superintendent, shall be eligible for District reimbursement of individual course costs, professional development program costs or tuition expenses upon satisfactory evidence of successful completion of approved coursework. Reimbursement shall be at the appropriate SUNY tuition rates (i.e. undergraduate, graduate level coursework) if applicable. In the case of degree programs in which the BOCES approves, electives that are required but not necessarily beneficial to the BOCES will also be reimbursed. Denial of a course or

program for reimbursement is not subject to the grievance process.

#### SECTION 15.4 DUES DEDUCTION

15.4.1 BOCES agrees to deduct, from the salaries of unit members, dues for the Association and its affiliates, as unit members individually and as authorized in writing, and to transmit the monies to the Association via payroll deduction.

The dues shall be determined on an annual basis by the union officers, which include the President, Vice-President, Secretary and Treasurer. The Association will provide an annual report to the BOCES on or before October 1<sup>st</sup> for the previous fiscal year. This provision shall be administered by the Association in accordance with the law.

#### SECTION 15.5 SPECIALIST AND COORDINATORS TENURE AREAS AND TENURE

15.5.1 Tenure for Specialists and Coordinators is and shall be granted after three (3) years of satisfactory service in accordance with the law in the tenure areas in which they are employed. Such tenure areas shall be co-extensive with their assigned respective responsibilities which shall be as follows:

##### TENURE AREAS

1. Adult and Community Education Coordinator
2. Comprehensive Health Coordinator
3. Data Management Specialist
4. Distance Learning Specialist
5. Health/Safety/Energy Coordinator
6. Health Care Services Specialist
7. Instructional Media Specialist
8. Instructional Services Specialist
9. Instructional Technology Coordinator
10. Prevention Education Specialist
11. Program Operations Specialist
12. School Improvement Coordinator
13. School Library System Coordinator
14. Science Resource Coordinator
15. SETRC Coordinator
16. SETRC Training Specialist
17. Staff Development Specialist



18. Technology Specialist
19. Transition Specialist
20. Any other professional position established by the District.

#### SECTION 15.6 LIFE INSURANCE

- 15.6.1 The District shall provide an aggregate of fifty thousand dollar (\$50,000) group term life insurance for each unit member.

#### SECTION 15.7 SEPARATION OF SERVICE

- 15.7.1 Vacation days are granted to AMA employees on July 1<sup>st</sup> of each school year. In the event that an employee covered under this policy separates service with the BOCES prior to the end of the school year, they will be compensated for any unused vacation days they have earned on a pro-rated basis. If an employee uses vacation days in advance of earning that pro-ration and separates service in advance of the pro-rated earning of vacation days he/she will reimburse the BOCES in the amount of those unearned vacation days.

In the event of separation of service, the AMA President will be contacted and apprised of the accounting of unused vacation days. For eleven month employees, a similar pro-ration will be determined on use of "N/R" dates. This section also applies to sections 12.4.1, 12.4.3, 12.4.4, and 14.4.1.

### **ARTICLE XVI - COMPENSATION**

#### SECTION 16.1 COMPENSATION

- 16.1.1 Basic Salaries of Administrative Management Association unit members will be determined by appropriate placement within salary groups which follow:

Placement within the salary range for each group, each year, will be based on years of experience in the current position.

- 16.1.2 There will be three (3) groups comprised of both civil service and certified staff within this unit:

Group A	Group B	Group C
Head Custodian	Data Management Spec.	Adult and Community Ed.
Instructional Services Spec.	Distance Learning Spec.	Coord.
Network Spec. I	District Safety Spec.	Comprehensive Health Coord.
Prevention Ed. Spec.	Health Care Services Spec.	Health/Safety/Energy
Program Operations Spec.	Instructional Media Spec.	Coord.
Project Know Spec.	Network Spec. II	Instructional Technology
Public Relations Spec.	Public Information Officer	Coord.
Senior Bldg. Maintenance Mechanic	SETRC Training Spec.	School Improvement Coord.
	Staff Development Spec.	School Library System
	Technology Spec.	Coord.
	Transition Spec.	Science Resource Coord.
		SETRC Coord.
		Superintendent of Bldgs. and Grounds

16.1.3 Salary ranges are:

Salary ranges for all members are as follows. Unit members who work less than twelve (12) months and/or work less than full-time shall have their salaries prorated. Base salary increases for the 2007-08 school-year shall increase four percent (4.0%) over the 2006-07 salaries. Base salary increases for the 2008-09 school-year shall increase three and six tenths percent (3.6%) over the 2007-08 salaries. Base salary increases for the 2009-10 school-year shall increase four percent (4.0%) over the 2008-09 salaries. The determination of the lower end of each range has been determined by applying the annual percentage increase minus five hundred dollars (\$500) in each year of the contract.

2007/08 SALARY RANGE

Group A	\$11,482	RANGE	\$42,145	-	\$53,648
Group B	\$13,198	RANGE	\$48,274	-	\$78,450
Group C	\$24,174	RANGE	\$61,279	-	\$85,498

2008/09 SALARY RANGE

Group A	\$12,349	RANGE	\$43,162	-	\$55,579
Group B	\$14,121	RANGE	\$49,512	-	\$81,274
Group C	\$25,448	RANGE	\$62,985	-	\$88,576

2009/10 SALARY RANGE

Group A	\$13,244	RANGE	\$44,388	-	\$57,802
Group B	\$15,129	RANGE	\$50,992	-	\$84,525
Group C	\$26,863	RANGE	\$65,004	-	\$92,119


16.1.4 Unit members, when changing scope of responsibilities, jobs, titles or groups within the unit may be compensated by upward movement within the range at the sole discretion of the District Superintendent.

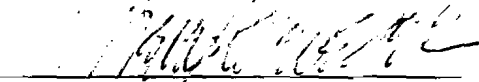
SECTION 16.2 CAREER SERVICE STIPEND

16.2.1 Career service stipends will be awarded following completion of three (3), five (5), ten (10) and fifteen (15) years of Erie 2-Chautauqua-Cattaraugus BOCES service to be added to base salary after annual increases. The stipend amounts will be as follows: years three (3) and five (5) - five hundred dollars (\$500), years ten (10) and fifteen (15) - one thousand dollars (\$1,000). Those stipends will cause the annual salary of each recipient to increase by said amount for each such award.

For the District:

For the Association:

  
\_\_\_\_\_  
ROBERT S. GUIFFREDA  
DISTRICT SUPERINTENDENT

  
\_\_\_\_\_  
SHEILA N. GROEGER  
ASSOCIATION PRESIDENT

4-10-08  
DATE

4-10-08  
DATE